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**AGREEMENT BETWEEN**  
**CITY OF YONKERS**  
**AND**  
**SERVICE EMPLOYEES INT'L UNION**  
**LOCAL 704, AFL-CIO, CLC**

January 1, 1998 – December 31, 1999

*Extensions:* 1/1/2000 – 12/31/01  
1/1/02 – 12/31/06  
1/1/07 – 12/31/08

**AGREEMENT BETWEEN CITY OF YONKERS  
AND  
CIVIL SERVICE EMPLOYEES LOCAL 704, S.E.I.U., AFL-CIO**

**TABLE OF CONTENTS**

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	<u>page #</u>
Agreement By & Between the Parties	32
Collective Negotiating Unit	1
Credits for Past Service	22
Death in Family Leave	19
Definitions	4
Disciplinary Procedure	27
Duration	33
Employee Substance Abuse	27
Grievance Procedure	26
Health, Dental, Pension Plans & Welfare Fund	6
Holiday Leave & Pay	10
Jury Duty Leave	20
Labor Management Committee	24
Labor Management Health & Safety Committee	24
Leave w/Pay on Account of Injury in Performance of Duty	21
Management Rights	3
Mileage Allowance	22
Military Credit & Military Leave	20
No Strike Pledge	31
Non-Discrimination Provision	32
Out-of-Title Pay	31

Personal Leave	14
Previous Practices	31
Promotion	21
Pyramiding	11
Recognition	1
Salaries	4
Seniority	25
Severability	32
Shift Differential	11
Sick Leave	15
Signature Page	33
Terminal Leave	20
Tuition Reimbursement	31
Union Rights	1
Unpaid Leave of Absence	19
Vacation Leave	11
Work Clothes	23
Work Week & Premium Pay	8
Salary Schedule	APPENDIX "B"
Disciplinary Procedures	APPENDIX "C"

**AGREEMENT BETWEEN CITY OF YONKERS**  
**AND**  
**CIVIL SERVICE EMPLOYEES LOCAL 704, S.E.I.U., AFL-CIO**

This AGREEMENT entered into this 18<sup>th</sup> day of August, 1999, by and between the City of Yonkers (City and the Civil Service Employees Local 704, S.E.I.U., AFL-CIO (Union).

**ARTICLE 1:0**

**RECOGNITION**

The City hereby recognizes the Union as the sole and exclusive negotiating representative only for the full-time employees defined in Article 2:0 of this Agreement.

**ARTICLE 2:0**

**COLLECTIVE NEGOTIATING UNIT**

Section 2:01 The collective negotiating unit is defined as all full-time employees employed in the position classifications covering pay grades one (I) through twelve (XII), inclusive. All temporary and seasonal employees shall be excluded from the negotiating unit. Temporary and seasonal employees shall be defined as employees who work six (6) months or less. The classification and pay grades are attached hereto as Appendix "A".

Section 2:02 New classifications with attendant pay grades may be added during the term of this Agreement through agreements reached between the parties. Employees employed in such new classifications shall be covered by this Agreement as may be agreed upon in writing.

**ARTICLE 3:0**

**UNION RIGHTS**

Section 3:01 The City agrees to deduct regular Union dues from the wages of employees, provided the employee executes a proper written legal authorization for such dues deduction. Said dues shall be deducted bi-weekly and remitted monthly to the Union Treasurer. The Union shall notify the City, in writing, of the amount to be deducted and to whom it should be sent. The City shall not be responsible for the transmission, receipt and use of the funds when payment has been placed in the mail, picked up by the Union or delivered as instructed by the Union. The City further

agrees that it will divide the dues deduction payment made to the Union to separate the union dues from the COPE deduction.

Section 3:02 The City shall recognize the form of union security known as "agency shop". Any present or future employee who is not a member of the Union and who does not make application for membership within thirty (30) days after commencement of his or her employment, or in the case of present employees, within thirty (30) days after execution of this Agreement, shall, as a condition of employment, have deducted from his or her bi-weekly wages, for payment to the Union by the City, an amount of money (to be called "agency shop fee") equal to the regular Union bi-weekly dues, as a contribution towards the administration of this Agreement. The Union shall be solely responsible to account to such employees for the receipt and disbursement of all funds collected pursuant to this paragraph, and shall indemnify and hold the City harmless from all loss and liability, including, without limitation, all costs of defense on account of any claim asserted by any person relating to the collection, disbursement or purposes for which such funds may or shall be used. Notwithstanding the foregoing, this section shall not be construed to prevent the City Attorney from appearing or participating in any litigation to which the City is a party.

Section 3:03 The Union shall have the right to post notices and other communications to employees on bulletin boards maintained on the premises of the City, provided posting of such notices does not unduly interfere with the City's use of such bulletin boards.

Section 3:04 The President of the Union shall be permitted reasonable time from regular duties for the purpose of attending grievances, disciplinary hearings, labor management meetings, and contract negotiations in connection with any employee unit or unit member represented by SEIU, Local 704, provided the President gives prior notification to his or her supervisor. In the event the President is absent from work due to vacation, sick, or personal leave, the President may designate, in writing, a Union representative to act in his or her behalf, and such designee shall be permitted required time off from regular duties for the purpose of attending to employee grievances, meetings with City officials, contract administration, or administrative matters of an urgent nature. The written notification of the President's designated representative shall be sent to the Mayor and the designee's department head.

The President shall be permitted up to three and one half (3 ½) hours per day from regular duties for purposes of performing routine affairs of the Union or may receive overtime to a maximum of three and a half (3 ½) hours per day when said time is not granted. There may be a combination, for example, of two (2) hours off and one and a half (1 ½) hours overtime pay.

Section 3:05 Members of the Union's negotiating committee (not to exceed five (5) members) will be permitted time off, without loss of pay, from their regular duties for the purposes of participating in bargaining sessions with the City's representatives.

Section 3:06 The City shall grant off, with pay, to elected Union officials who are required to testify at a trial, hearing or arbitration when such proceeding is between the Union and the City. Such time off shall be limited to that which is required by the officers to travel to the location of the proceeding from their work location, testify, and upon completion of their testimony, return to their work location. Prior notice of no less than five (5) work days must be given, in writing, to the officer's department head.

## ARTICLE 4:0

### MANAGEMENT RIGHTS

Section 4:01 The City reserves to itself all rights not specifically granted to the employee organization which are not inconsistent with the Public Employees Fair Employment Act (as presently or hereafter amended), Civil Service Law, public policy and other provisions of this Agreement, or requirements and limitations as are applicable under the law. These rights, so reserved, include, but are not limited to, the control and determination of facilities needed, the maintenance of order and efficiency and the determination of the policies, procedures, methods and any uniform, equipment and materials needed. Also included is the responsibility for determining the number of employees, their duties and the location of positions, the making of reasonable and binding rules and for introducing improvements and efficiencies in overall utilization of the staff, as well as for the selection, employment, assignment and retention of employees, provided that Employees whose positions have been eliminated as a result of management changes shall be offered the opportunity to be reassigned to then existing vacant positions or those filled by provisionals or temporaries requiring similar qualifications or skills on a seniority basis.

Section 4:02 The City will confer with the Union prior to making management changes referred to in Paragraph "4:01" above, and will notify the Union, in writing, of the changes referred to prior to putting them into effect.

Section 4:03 The City shall give priority consideration to employees within a departmental unit when filling provisional or temporary openings which occur within the unit and which are at a higher grade level, and further, provided that the temporary promotee has the required knowledge and abilities and the promotion does not require substantial personnel transfers.

## **ARTICLE 5:0**

### **DEFINITIONS**

Language and terms used in this Agreement which are within the purview of the Taylor Act shall be defined in accordance with the Act or interpretations of PERB with respect thereto.

## **ARTICLE 6:0**

### **SALARIES**

Section 6:01 The salaries annexed hereto as Appendix "B" shall be in effect during the term of this Agreement for all employees of the bargaining unit.

Section 6:02 Employees allocated to the pre September 26, 1979 salary schedule shall receive salary progressions as set forth on such salary schedule. All such progressions shall be effective with the beginning of the first payroll period that commences on or following the completion of the time periods indicated therein.

Section 6:03 An employee hired above the hiring step (Step B) shall progress to the next higher step upon completion in such title of the number of months of active employment required for advancement to the next higher step as set forth in the salary schedule.

Section 6:04 Notwithstanding Article 22:02, "CREDITS FOR PAST SERVICE", any employee whose employment is terminated for any reason and who is re-employed after more than one (1) year from the date of termination, shall be re-hired as a new employee, subject to salary chart annexed to this Agreement for employees hired on or after September 26, 1979.

Section 6:05 Effective upon the date of ratification of this Stipulation of Agreement by both parties, Section 6:05 and Appendix "B" shall be amended to provide that the following job titles shall be reallocated to the salary grades as provided below:

### **PARKS DEPARTMENT**

Refrigeration Plant Engineer, from grade IX to grade X  
Assistant Refrigeration Plant Engineer, from grade VI to grade VIII  
Kennel Aides, from grade II to grade IV  
Deputy Dog Control Officer, from grade V to grade VI



## **DPW**

Assistant Water Chemist, from grade X to grade XI

## **MIS**

Sr. Computer Operator, from grade VIII to grade IX  
Computer Operator, from grade VI to grade VII

## **ENGINEERING**

Engineer, from grade IX to grade XI  
Sr. Engineer Technician, from grade IX to grade X  
Water Engineer, from grade X to grade XI  
Engineer Technician, from grade VIII to grade IX

## **POLICE DEPARTMENT**

Sr. Personnel Clerk, from grade VII to grade VIII

### Section 6:06 Longevity

Section 6:06.01 Whenever an employee shall have completed ten (10) years of service, he or she shall receive a longevity increment equal to four percent (4%) of the pay rate of Step 6 of his or her pay grade (Step 6 on Post September 26 schedule). Whenever an employee shall have completed fifteen (15) years of service, he or she shall receive a longevity increment equal to eight percent (8%) of the pay rate of Step 6 of his or her pay grade (Step 6 on Post September 26 schedule). Whenever an employee shall have completed twenty (20) years of service, he or she shall receive a longevity increment equal to twelve percent (12%) of the pay rate of Step 6 of his or her pay grade (Step 6 on Post September 26 schedule). Longevity increments shall be effective on the employee's anniversary date.

Section 6:06.02 The amounts of such longevity increments are set forth in Appendix "B".

## ARTICLE 7:0

### **HEALTH, DENTAL, PENSION PLANS AND WELFARE FUND**

#### Section 7:01 Health Insurance

Section 7:01.01 The City shall maintain the present level of benefits coverage to the employees covered by this Agreement, as presently provided under the New York State Health Insurance Plan referred to as the Empire Plan and local HMO plans.

Section 7:01.02 Effective July 1, 1998, employees hired on or after January 1, 1978 shall contribute a maximum of seven hundred-fifty (\$750.00) dollars per year toward the cost of the family or individual health plans in the following manner: one-twenty-fourth ( $1/24^{\text{th}}$ ) of the employee contribution, as set forth above, shall be deducted twice per month from the employee's pay.

Effective September 21, 1999, employees hired on or after September 21, 1999 shall contribute twenty percent (20%) of the annual premium for individual health coverage and ten percent (10%) of the annual premium for family health coverage.

Section 7:01.03 The City shall make available to unit members the premium conversion option for health insurance contributions provided by sections 105 and 125 of the Internal Revenue Code.

Section 7:01.04 Opt-Out Optional Coverage: Each member may elect to opt out of participation in the City medical insurance plan upon a showing that the member is covered by an alternative medical insurance plan. The City will pay \$1,000 per year to the member in equal \$500 installments on or about April 1 and October 1 for each year that the member opts out of coverage. A member may elect to resume coverage upon notice to the City. In the event a member resumes coverage, the member will refund the pro rata portion of any advance payment already received from the City for opting out of coverage.

#### Section 7:02 Dental Insurance

Section 7:02.01 The City shall provide to all employees dental insurance referred to as GHDI Type M-I with no deductible.

Section 7:02.02 Employees hired on or after January 1, 1978 shall contribute thirty-five percent (35%) of the cost of the family dental plan and fifty percent (50%) of the cost of the individual dental plan in the following manner: one-twelfth of the employee contribution, as set forth above, shall be deducted once each month from the employee's pay.

Section 7:03 The City shall provide to all employees group term life insurance coverage in the amount of ten thousand dollars (\$10,000). The City shall pay costs of such insurance. The beneficiary shall be named by the employee.

Section 7:04 The City shall have the right to change insurance carriers for coverage of health, life and medical and dental benefits provided by the collective bargaining agreement including but not limited to the adoption of a self-insured fund. The change in carriers or a change to a self-insured program shall afford the employees of the bargaining unit the same level of benefits that existed immediately prior to such change. In the event the City exercises its right to change carriers or change to a self-insured fund and a dispute arises as to affording employees the same level of benefits such dispute if not resolved may be submitted to the grievance and arbitration provision of the collective bargaining agreement for resolution.

The parties agree that in the event the City determines to change to a self-insured fund that they will negotiate over the issue of employee contributions as required by Section 7:01.02 above. In no event shall such negotiations prevent the City from implementing a change to a self-insured fund.

Section 7:05 The City shall maintain, and continue its membership in Section 75-i of the New York State Employees Retirement System, for all eligible employees covered by this negotiating unit.

Section 7:06 Deferred Compensation: Bargaining unit employees shall have the option of participating in the City's deferred compensation plan at no cost to the City. Such deferred compensation plan will be designed and administered by the City, which reserves the right to make changes in such plan upon prior notice to the Union. Participation in the deferred compensation plan will be offered as soon as administratively possible.

#### Section 7:07 Trust and Welfare Fund

Section 7:07.01 The City shall make annual per capita contributions at an annual rate of 2.46% of salary grade XII, step 6 to the Trust and Welfare Fund. Such annual contributions shall be paid in four equal quarterly installments. Such installments shall be paid in July (July – September), October (October – December), January (January – March) and April (April – June). Quarterly installments shall be based on the number of bargaining unit employees on the payroll during the first full payroll period of each quarter.

Section 7:07.02 The Union shall provide to the City a copy of a Trust Agreement, which established the Fund and which, provides for the purpose and administration of the Fund. The Trust Agreement shall also make provision for Trustees who will be charged with the responsibility for the management and administration of the Fund. The Mayor shall designate one of the Trustees to the Fund. The Agreement shall also provide for, and the Union hereby agrees that, an accounting shall be furnished periodically to the City, at least once each year, for the fiscal year preceding the accounting. The Union recognizes the City's right to conduct periodic audits of the Welfare Fund

records. The City shall provide reasonable notice to the Union in writing that it will be conducting such an audit and the Union shall insure that the records of the Fund are made available to City auditors.

Section 7:07.03 The City shall permit three (3) Welfare Fund Trustees time off with pay up to a maximum for each trustee of five (5) work days per year to attend meetings of the Welfare Fund or to attend seminars. However, in no event shall more than one trustee per Department be excused at the same time for this purpose.

## ARTICLE 8:0

### WORK WEEK AND PREMIUM PAY

Section 8:01 The work week for full-time employees shall be seven (7) hours per day, thirty-five (35) hours per week except as otherwise provided herein. Employees in the position of public safety dispatcher shall work a schedule consisting of 248 tours of duty per year with a thirty-six (36) minute lunch break on each tour. Scheduled work weeks other than seven (7) hours per day, thirty-five (35) hours per week, as has been the past practice, shall continue to be the employee's regular scheduled hours and work week.

#### Section 8:02 Compensatory Time

Section 8:02.01 Employees who are required to work in excess of their regularly scheduled work week, but not in excess of forty (40) hours, shall receive at the department's option, premium pay either in cash or in compensatory time at the time and one half rate for all hours so worked. Employees who are required to work in excess of their regularly scheduled work week and work in excess of forty (40) hours shall receive cash only for all hours worked in excess of their regularly scheduled work week. The compensatory time option is only available for excess hours worked on an employee's regularly scheduled work day. Employees who are required to work on their regularly scheduled day off or on a City holiday, shall receive cash only for all hours worked on such day as provided in paragraphs "8:03" and "8:04" below and in Article 9:0 (Holidays).

Employee request to use compensatory time shall be made in writing to their department head with reasonable advance notice. Approval of such request shall be subject to the operating needs of the department but shall not be unreasonably denied. Employees who terminate shall be paid for all unused compensatory time remaining to their credit.

Section 8:02.02 Effective July 1, 1991 employees in the position of public safety dispatcher may accumulate up to a maximum total of thirty-six (36) hours of overtime as compensatory time to be used within a twelve month period from July through June. This compensatory time may be used only during tours where its use does not create assignment of additional overtime. In July 1992, the department shall evaluate the impact that the accumulation

and use of compensatory time has had on overtime totals and reduction of sick leave abuse. Following such evaluation the department may adjust the amount of compensatory time which may be accumulated to reflect the results of the evaluation.

Section 8:03 If an employee is required to work on a Saturday, or the sixth day of his or her work week, which is not a part of his or her regular scheduled work week, he or she shall be paid the premium rate for not less than three and one-half (3 ½) hours, and if he or she works more than three and one-half (3 ½) hours, he or she shall be paid for seven (7) hours at time and one-half the regular straight time rate of pay.

Section 8:04 If an employee is required to work on a Sunday, or the seventh day of his or her work week, which is not part of his or her regular work week, he or she shall be paid a premium rate of two (2) times the regular straight time hourly rate of pay. An employee shall be paid for not less than three and one-half (3 ½) hours and if he or she works more than three and one-half (3 ½) hours, he or she shall be paid for a minimum of seven (7) hours at the premium rate.

Section 8:05 Any overtime work must be authorized by the Department Head or his/her designee. An employee who is normally assigned to perform a given task on a regular basis shall receive priority in overtime assignment to perform such task. Otherwise, overtime shall be assigned on an equal basis among all employees with the ability to perform the work and consistent with the operating needs of the department. No employee shall unreasonably refuse to work overtime.

Section 8:06 The overtime rate shall be determined by dividing the employee's annual salary by the scheduled work hours in the calendar year (i.e. 1820 hours). Bargaining unit employees who are required to work a regular work week of 40 hours shall have their overtime rate of pay based on the computation currently in effect for employees who are required to work a regular work week of 35 hours. Notwithstanding the above, employees who are required to work a regular work week of 40 hours shall continue to be required to do so and shall continue to receive overtime only for hours worked in excess of 40 hours per week or 8 hours per day.

Section 8:07 An approved paid leave day during the work week shall be counted as a work day for the purpose of computing premium time.

Section 8:08 The parties agree that should the City wish to implement a four (4) day work week, it will not be implemented until such time as there have been joint discussions among the department heads, Personnel Commissioner and representatives of the Union, with the specific approval of the Mayor as to the impact on departmental operations and appropriate adjustment and limitations in various benefits (e.g. personal days, vacation days, etc.)

Section 8:09 Meal Allowance: The City shall pay a meal allowance of eight dollars (\$8.00) to employees who work three (3) or more consecutive overtime hours before or after their regular shift.

## ARTICLE 9:0

### HOLIDAY LEAVE AND PAY

Section 9:01 Employees shall receive pay for the following holidays at the straight time rate of pay whether worked or not, as provided herein:

New Year's Day	Labor Day
King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 9:02 Employees shall receive two (2) times the straight time of pay for working on the actual holiday, as provided by New York State statute, and designated on section 9:01 above in addition to his/her regular weekly pay.

Section 9:03 In the event a holiday designated in section 9:01 above falls on the employee's regularly scheduled day off, the employee shall be granted an alternative day off with pay during such work week. The City may require the employee to work on such alternative day off and in that event the employee shall receive one and one half (1 ½) times the straight time rate of pay for working on the alternative day off in addition to his/her regular weekly pay.

Section 9:04 If a holiday, designated in Section "9:01" above as a holiday with pay whether worked or not, falls on a day that is not part of the employees regularly scheduled work week, the employee shall receive two (2) times the straight time rate of pay for working on said holiday, in addition to his/her regular weekly pay.

Section 9:05 For an employee working in the position of a public safety dispatcher, when the actual holiday, as provided by New York State statute and designated in section 9:01 above, falls on one of their regularly scheduled work tours and the employee actually works the holiday tour, he/she shall receive an additional one-two sixtieth (1/260) of his/her annual salary for working the holiday. Employees in the position of public safety dispatcher who work the actual holiday, as provided by New York State statute and designated in section 9:01 above, which is not part of their regularly scheduled work tour, shall be paid holiday pay as provided in section 9:02 above.

## **ARTICLE 10:0**

### **SHIFT DIFFERENTIAL**

Section 10:01 An employee who is regularly and continuously scheduled to work the hours 4:00 P.M. to midnight shall be paid a differential equal to five percent (5%) of his or her regular straight time hourly rate for the hours worked between 4:00 P.M. and midnight. This provision shall not apply for employees whose tour commences on or before 10:00 A.M.

Section 10:02 An employee who is regularly and continuously scheduled to work the hours of midnight to 8:00 A.M. shall be paid a differential equal to ten percent (10%) of his or her regular straight time hourly rate for hours worked between midnight and 8:00 A.M. This provision shall not apply to employees whose tour commences on or after 6:00 A.M.

## **ARTICLE 11:0**

### **PYRAMIDING**

There shall be no pyramiding of any premium pay based on premium pay such as overtime and holiday pay.

## **ARTICLE 12:0**

### **VACATION LEAVE**

#### **Section 12:01 Vacation Entitlement**

Section 12:01.01 Effective January 1, 1995, newly hired employees with no credited prior service shall accrue vacation leave from their date of hire at the rate of four (4) hours per pay period. Such accrued vacation leave shall not become available until the employee has completed six (6) months of continuous work.

Section 12:01.02 Effective January 1, 1995, all employees, except for those described in section 12:01.03 below, shall earn and be entitled to use vacation leave each pay period as per the following schedule:

**Length of Credited Service****Vacation Leave Per Pay Period**

	<u>7 hr per day emp.</u>	<u>8 hr per day emp.</u>
0 months thru 60 months	4.00 hrs	4.61 hrs.
61 months thru 72 months	4.30 hrs.	4.92 hrs.
73 months thru 84 months	4.58 hrs.	5.23 hrs.
85 months thru 96 months	4.85 hrs.	5.53 hrs.
97 months thru 108 months	5.12 hrs.	5.84 hrs.
109 months thru 120 months	5.38 hrs.	6.15 hrs.
121 months thru 132 months	5.65 hrs.	6.46 hrs.
133 months thru 144 months	5.92 hrs.	6.76 hrs.
145 months thru 156 months	6.19 hrs.	7.07 hrs.
157 months thru 168 months	6.46 hrs.	7.38 hrs.
169 months or more	6.73 hrs.	7.69 hrs.

Employees shall be credited with their 1994 vacation leave entitlement on January 1, 1995. Thereafter employees shall earn their vacation leave on a bi-weekly basis as provided above. The change in vacation leave accrual rate shall occur as of the first payroll of the month in which the employee's anniversary date occurs.

Section 12:01.03 Employees who meet all of the following conditions shall continue to receive twenty-five (25) vacation days annually which vacation shall continue to be credited on January 1 of each year:

- (i) initial hire date with the City prior to April, 1972
- (ii) continuous service with the City from initial date of hire;
- (iii) currently receiving twenty five (25) vacation days annually; and,
- (iv) employee is currently being credited with vacation leave in advance on January 1 for that calendar year

Section 12:01.04 Vacation leave may be used in whole or half day increments only.

Section 12:01.05 Vacation leave is earned only on time worked or on paid leave time.

**Section 12:02**

Section 12:02.01 It is the intent of the parties that an employee shall use vacation leave during the year for which it is earned provided, however, unused vacation leave may be accrued up to a maximum of 210 hours for seven (7) hours per day employees and 240 hours for eight (8) hour per day employees.



Section 12:02.02 In situations where the City declines to permit an employee to take their full annual entitlement of vacation leave, such employee shall be permitted a carry-over of all such unused vacation leave, notwithstanding the vacation leave limit provided for in section 12:02.01 above. It continues to be the intent of the parties that an employee shall use vacation leave during the year for which it was earned, as provided in section 12:02.01 above.

Section 12:03 Payment for unused vacations days of up to a maximum of 385 hours for seven (7) hour per day employees and up to a maximum of 440 hours for eight (8) hour, shall be made to the employee upon separation from employment with the City and in the case of death of an employee to the designated beneficiary or to the estate of the employee.

Section 12:04 An employee who has accrued vacation leave during a prior year may not take it consecutive with vacation for the current year without written permission from the department head and the total leave taken may not exceed forty-five (45) consecutive work days.

Section 12:05 Vacation leave shall be scheduled and taken subject to the operating need of the employee's department. Employee requests for vacation leave may be denied or rescheduled because of such operating needs provided that the denial shall not be unreasonable and the employee is given reasonable notice in writing. In the event two or more employees request the same vacation period or part thereof, and operational needs are such that all such requests cannot be approved, employees are encouraged to resolve these conflicts among themselves with their department head. If the conflict cannot be resolved, then preference shall be given to the employee with the greatest seniority within the department.

Section 12:06 An employee may receive vacation pay on his or her regular scheduled pay day preceding his or her vacation leave provided:

Section 12:06.01 The employee furnishes written notice to his or her supervisor two (2) weeks in advance of said regular pay day.

Section 12:06.02 The vacation leave is at least of one (1) week's duration.

Section 12:06.03 The vacation leave commences with the week immediately following the said regular pay day.

Section 12:07 An employee may schedule personal leave days in conjunction with vacation leave time in accordance with section 12:05 above.

Section 12:08 In the event of the death of an employee, vacation accruals shall be paid in cash to his/her estate.

## ARTICLE 13:0

### PERSONAL LEAVE

Section 13:01 A newly hired employee, excluding seasonal or temporary employees during the calendar year in which he/she is employed, shall earn personal leave credit toward the following calendar year as per the below schedule.

<u>CALENDAR YEAR OF EMPLOYMENT MONTH OF HIRE</u>	<u>PERSONAL LEAVE CREDIT IN FOLLOWING CALENDAR YEAR</u>
Jan., Feb., Mar.	4
Apr., May, June	3
July, Aug., Sept.	2
Oct., Nov., Dec.	1

Section 13:02 Employees who have completed twelve (12) months of service shall thereafter be entitled to four (4) personal leave days commencing with the following calendar year.

Section 13:03 No personal leave may be taken until an employee completes six (6) months of continuous work from the initial date of employment.

Section 13:04 If an employee has not used all his or her personal leave at the end of the calendar year, the unused personal leave days shall be credited to the employee's accumulated sick leave.

Section 13:05 Approval for personal leave day requests shall not be unreasonably denied unless the approval of the request may impair operating efficiency and, in that event, the supervisor shall have the right to deny requests. Conflicting requests within the work unit for a particular day shall be resolved by the supervisor on a case-by-case basis, giving consideration to employees with the greater seniority in that department.

## ARTICLE 14:0

### SICK LEAVE

Section 14:01 A new employee who has completed six (6) consecutive months of work shall be granted sick leave, for personal illness or physical disability (including maternity disability), with no loss of pay, at the rate of one (1) day for each completed month of work, commencing with the starting date of employment and continuing until January 1 following completion of one full calendar year of work. On January 1 following completion of one full year's work and each January 1 thereafter, the employee will be credited with twelve (12) sick leave days.

Section 14:02 Employees may accumulate earned, unused sick leave days, as provided above, up to a total of one hundred eighty (180) days.

Section 14:03 Employees may take up to five (5) sick leave days in any calendar year because of serious illness in the immediate family. Such days shall be deducted from the employee's accrued sick leave. Immediate family shall include mother, father, brother, sister, husband, wife, child, or grandparent of the employee.

#### Section 14:04 Extended Half-Pay Sick Leave:

Section 14:04.01 An employee who has been employed continuously for three (3) or more years and who, because of illness or disability (including maternity disability), expects to need additional time off after exhausting all accrued vacation, personal and sick leave time, may request in writing, as provided below, and extended half-pay sick leave. Approval of such leaves shall be solely at the discretion of the Personnel Commissioner.

Section 14:04.02 The duration of an extended sick leave is contingent on an employee's length of continuous service with the City as per the following schedule:

<u>Length of Service</u>	<u>Maximum Accrued Leave</u>
3 years	3 months
10 years	6 months
20 years	12 months

Section 14:04.03 No extended sick leave shall be granted for a period of less than one calendar month.

Section 14:04.04 Use of extended sick leave is cumulative and each use reduces the maximum duration of any future leave requested. An employee, for example, with three years of service who is granted a one-month extended leave, would be able, at ten years of service, to request no more than five months extended leave.

Section 14:04.05 An employee shall submit the written request for extended sick leave thirty (30) days prior to the expected commencement date of the leave. Such request shall be made through the employee's department head to the Personnel Commissioner. An eligible employee shall make a request to participate in the Sick Leave Bank at the same time as his/her application for extended sick leave.

Section 14:04.06 The employee's department head shall promptly conduct an investigation of the circumstances for the request and submit a report to the Personnel Commissioner within seven (7) work days after receipt of the request.

Section 14:04.07 The Personnel Commissioner will review the request and the department head's report and will then approve or deny the request.

Section 14:04.08 The Personnel Commissioner will make every effort to approve or deny the employee's request in sufficient time so as to prevent any interruption in salary payments to the employee whose leave is approved. In the event the Personnel Commissioner determines to deny the request, the Personnel Commissioner shall inform the Union prior to releasing the determination.

Section 14:04.09 While on extended sick leave, an employee shall earn reduced credits towards vacation and sick leave for the next calendar year according to the following schedule. There will be no reduction in personal leave days:

<u>Period of Extended Sick Leave</u>	<u>Leave Credits Earned for Next Calendar Year</u>
Less than 1 month	Full Credit
1 month but less than 2 months	½ vacation and ½ sick day
2 months but less than 3 months	1 vacation and 1 sick day
3 months but less than 4 months	1 ½ vacation and 1 ½ sick days
4 months but less than 5 months	2 vacation and 2 sick days
5 months but less than 6 months	2 ½ vacation and 2 ½ sick days
6 months	3 vacation and 3 sick days

Section 14:05 The head of any department, division, or city agency, before granting any employee sick leave or extended sick leave with or without pay, shall take such steps as he/she considers necessary or desirable to determine the legitimacy of the sick leave absence from duty. He/she may make or cause to be made any investigation necessary to determine the facts and may require a certification from the employee's physician to justify an absence for personal illness of three (3) or more days if, in his/her determination, a pattern of sick use or abuse exists. The City

reserves the right, at its expense, to designate a physician to examine an employee when an employee demonstrates, in management's determination, a pattern of sick leave use or abuse.

Section 14:06 The head of any department, division, or city agency may require from any employee who is returning from an absence for personal illness of three (3) or more days to provide a physician's certification of the employee's physical ability to return to work.

#### Section 14:07 Sick Leave Bank

##### Section 14:07.01 Purpose

A Sick Leave Bank shall be established effective January 1, 1991 to provide income protection for eligible employees of the bargaining unit who may suffer illness of injury resulting in a long term absence.

##### Section 14:07.02 Eligibility

An employee shall be eligible to apply to use the Sick Leave Bank if he/she:

- (i) has completed one year of continuous service as an employee of the bargaining unit;
- (ii) has exhausted all of his/her accumulated vacation, personal and sick leave time;
- (iii) is not eligible for benefits under Workers' compensation.

##### Section 14:07.03 Sick Leave Bank Board

A Sick Leave Bank Board (SLBB) shall be established consisting of two employees appointed by the Local 704 President and one employee appointed by the Mayor. The SLBB shall administer the Bank, be responsible for accepting and recording of applications, maintaining records regarding the number of sick leave days in the bank and how such days are distributed. All decisions by the SLBB are final subject to City approval that the SLBB acted in compliance with the criteria as set forth in this provision. In the event the City disapproves an action taken by the SLBB, the Union may immediately submit the dispute to the American Arbitration Association for final resolution.

##### Section 14:07.04 Contribution

The initial Sick Leave Bank balance effective January 1, 1991 shall be the aggregate number of accumulated sick leave days in excess of 180 days recorded for any bargaining unit employees as of December 31, 1990. Effective January 1, 1991 the maximum sick leave accumulation of 180 days shall be strictly enforced as such is provided for in Section 14:02 of the collective bargaining settlement.

Thereafter, the SLBB shall determine when the sick leave bank balance is to be replenished. In the event the SLBB determines that the sick leave bank needs to be replenished it shall notify the City in writing no later than December 1. In such written notification it shall request that all bargaining unit employees have deducted from their January 1 sick leave entitlement one (1) sick leave day per employee to be transferred from their individual accruals to the sick leave bank.

#### Section 14:07.05 Application for Benefits

An employee or an individual on behalf of the employee may apply for and may be granted up to thirty (30) work days of sick leave from the bank within a twelve month period. An employee who is granted an extended half-pay sick leave, may be granted up to sixty (60) half days from the sick leave bank as a supplement to such half pay leave.

The rate of pay for days used from the Sick Leave Bank shall be the rate of the employee in effect at the time he or she is using the days.

Eligible employees of the bargaining unit may make application for use of the Sick Leave Bank through use of a standard application form and concurrent with application for half pay sick leave. The employee submitting the application shall be required to provide supporting medical documentation with the application.

The application will be reviewed by the applicant's department head, transmitted to the Personnel Commissioner for action on the half pay leave request, and forwarded to the SLBB for action on the request to use the Sick Leave Bank.

The SLBB may request of the applicant that additional information and data in support of the request be presented.

The SLBB shall reject any application which is not accompanied by appropriate medical documentation or is otherwise incomplete or does not meet the criteria as set forth herein.

#### Section 14:07.06 Employee Appeals

The SLBB shall provide for an employee appeals procedure which procedure may be used by employees who have made application for Sick Leave Bank benefits and have been denied such benefits. Any costs associated with such appeals procedure shall be borne solely by Local 704 and/or the employee.

## **ARTICLE 15:0**

### **UNPAID LEAVE OF ABSENCE**

Section 15:01 An employee may be granted a leave of absence of up to one (1) year without pay, at the sole discretion of the Mayor. A request for unpaid leave must be presented, in writing, to the employee's department head and must include the reason for and the duration of the leave requested. An approved leave of absence shall be governed by Rule XXI of the Municipal Civil Service Rules for the Classified Service of the City of Yonkers.

Section 15:02 An employee will be granted up to one (1) year of unpaid leave for child care. This leave will commence at the birth or adoption of a child or upon the expiration of an employee's maternity disability. A request for unpaid leave for child care must be presented, in writing, to the employee's department head.

Section 15:03 An employee's request, in writing, for an extension of up to one (1) year's additional unpaid leave may be granted at the sole discretion of the Mayor.

Section 15:04 Employees returning from an unpaid leave of absence will be considered eligible for leave allowances as follows:

Section 15:04.01 Sick leave and personal days in that calendar year prorated on the number of full months the employee is expected to work during that calendar year. For example: A day of sick leave for each full month and a day of personal leave for each full quarter of the calendar year, or for employees hired on or after January 1, 1978, a day of personal for each full (6) month period of the calendar year.

## **ARTICLE 16:0**

### **DEATH IN FAMILY LEAVE**

An employee shall be granted up to four (4) calendar days leave with pay because of a death of an immediate family member. The immediate member is defined as a parent, brother, sister, spouse or child of the employee, and parent-in-law, brother-in-law and sister-in-law, step-parent, step-child or grandparents. An immediate member will also include any relative residing at the same premises as the employee. The leave will be granted provided the employee participates in the funeral services. The employee will not be required to work on the day of the burial.

## **ARTICLE 17:0**

### **MILITARY CREDIT AND MILITARY LEAVE**

Section 17:01 An employee shall be credited for military service in accordance with provisions of Federal Law and with the City Council's Legislation and shall be credited for such certified service for purposes of computing the employee's terminal leave pay and longevity credits.

Section 17:02 An employee shall be paid his salary for any and all periods of absence while engaged in the performance of ordered military reserve duty and while going to and returning from such duty for a total period not to exceed thirty (30) calendar days in any one calendar year.

## **ARTICLE 18:0**

### **JURY DUTY LEAVE**

An employee who is called to jury duty shall be required to notify the Department Head within 48 hours from receiving a notice for jury duty, by providing a copy of such notice to the Department Head. Jury duty shall include either Grand Jury or Petit Jury either in Federal, State or City Court. In the event the employee is placed on a jury standby schedule and not required to be present in court, the employee shall report to work as scheduled and if notified to report to court, shall immediately notify the Department Head.

In the event an employee is required to be present in court pursuant to the jury duty notice while he or she is scheduled to work, such employee shall be excused from work with no loss of pay or benefits. The excusal from work shall include shifts for which he or she is scheduled to work any part of the calendar day that he or she is required to attend court. As a condition of eligibility to the benefits provided herein, the employee shall provide to the Department Head the certification of jury service indicating the dates the employee was present in court for jury service.

The employee shall reimburse the City any per diem payment received from the court system for each day that he or she is excused from work and paid by the City.

## **ARTICLE 19:0**

### **TERMINAL LEAVE**

Section 19:01 In addition to any other pay to which an employee may be entitled, the City will pay terminal leave pay to an employee who terminates his or her employment with the City. The terminal leave payment shall be equal to the value of thirty (30) days pay upon completion of twenty (20) years of service from last date of hire, subject to Section 22:02, 'CREDITS FOR PRIOR SERVICE.'



Section 19:02 An employee who completes more than twenty (20) years of service from last date of hire, subject to Section 22:02, shall receive the value of an additional one and one-half (1 ½) days' pay for each year or part thereof completed in excess of the twenty (20) years of service.

Section 19:03 Payment shall be made in lump sum upon termination. Any earned terminal leave benefits shall be paid upon the death of an employee to their legally designated beneficiary or estate.

#### **ARTICLE 20:0**

##### **LEAVE WITH PAY ON ACCOUNT OF INJURY IN PERFORMANCE OF DUTY**

An employee who incurs injury in the performance of his or her duty, under the rules of the Workers' Compensation Law, shall be granted leave in accordance with the provisions of the Law.

#### **ARTICLE 21:0**

##### **PROMOTION**

Section 21:01 Pre-September 26, 1979 Schedule: Unless otherwise agreed by the parties, an employee who is appointed, promoted or reallocated to a position which has a higher pay grade shall be paid at the step in the higher pay grade which is at least equal to the employee's salary prior to the promotion, plus the value of one (1) pay step of the employee's salary grade prior to the promotion.

Section 21:02 Post-September 26, 1979 Schedule: Employees promoted to a position allocated to a higher salary grade or whose position is reallocated to a higher salary grade shall be paid as follows:

Section 21:02.01 If the promotion or reallocation is to the next higher salary grade, the employee shall be placed at the same step that the employee was at prior to the promotion or reallocation. If the promotion or reallocation is to a salary grade which is more than one salary grade higher than the employee's present salary grade then the employee shall be placed at a step in the higher salary grade which is not less than the employee's salary would be had he/she been advanced only one salary grade at his/her current step.

Section 21:02.02 Employees promoted or reallocated as provided above shall remain at the new salary step for the number of months set forth for progression to the next higher salary step.

Section 21:03 An employee who has been granted a leave of absence from his or her position to fill a higher paying position shall, upon return to his or her permanent position, be paid

the appropriate pay schedule and hold the same anniversary day for increment purposes as if he or she had not taken such leave off absence.

## **ARTICLE 22:0**

### **CREDITS FOR PAST SERVICE**

Section 22:01 Past service with the city or a City Supported Agency shall be credited to employees for the purpose of computing length of service to determine eligibility for longevity increases, vacations, personal leave, sick leave and terminal leave as provided below:

Section 22:01.01 Where a break in continuous service has occurred, credit will be granted for past service if the break in service has resulted from:

- (i) Military leave of absence and the employee has returned to work within the required period of time following honorable discharge.
- (ii) Authorized leave without pay.
- (iii) Discharge or lay-off as a result of job elimination, and where the employee holds permanent status pursuant to Civil Service Rules.

Section 22:02 If an employee, for any reason, terminates his or her service and is re-employed within three (3) years from the last day worked, then his or her past service shall be credited provided he or she has one (1) year of prior service.

Section 22:03 Full credit will be granted for part time employment so long as such employment was on half-time or more basis, subject to the provisions of section 22:01 and 22:02 above. No credit will be granted for less than half-time service.

Section 22:04 Any employee who is transferred from a City Supported Agency to a position covered by the Agreement shall receive credit for any vacation, sick and personal leave time accumulated at the previous agency in an amount not to exceed that which is provided for in this Agreement.

## **ARTICLE 23:0**

### **MILEAGE ALLOWANCE**

An employee shall be paid the mileage allowance for use of personal vehicle provided in accordance with the City Council Resolutions.

The City agrees to prepare and present for consideration to the City Council a resolution authorizing an increase in the mileage allowance for use of personal vehicles equal to the federal mileage allowance.

## **ARTICLE 24:0**

### **WORK CLOTHES**

Section 24:01 The City shall provide or make available on an annual basis the following items of protective clothing to employees who occupy the positions provided below:

Construction Hard Hat: Senior Engineering Technician, Engineering Technician, Senior Engineer, Engineer, Assistant Rink Manager, Assistant Refrigeration Plant Engineer, Refrigeration Plant Engineer, Senior Housing Inspector, Senior Building Inspector, Housing Inspector, Building Inspector and Consumer Inspectors.

Protective Gloves: Senior Engineering Technician, Engineering Technician, Senior Engineer, Engineer, Assistant Rink Manager, Assistant Refrigeration Plant Engineer, Refrigeration Plant Engineer, Inspector of Weights and Measures, Kennel Aides and Consumer Inspectors.

Protective Shoes: Senior Engineering Technician, Engineering Technician, Senior Engineer, Engineer, Assistant Rink Manager, Assistant Refrigeration Plant Engineer, Refrigeration Plant Engineer, Inspector of Weights and Measures, BHB Inspectors, Consumer Inspectors, and Kennel Aides.

Rubber Boots: Senior Engineering Technician, Engineering Technician, Senior Engineer, Engineer, Assistant Rink Manager, Assistant Refrigeration Plant Engineer, Refrigeration Plant Engineer and Consumer Inspectors..

Foul Weather Gear: Senior Engineering Technician, Engineering Technician, Senior Engineer, Engineer, Assistant Rink Manager, Assistant Refrigeration Plant Engineer, Refrigeration Plant Engineer and Consumer Inspectors.

Work Shirt/Work Pants (Seasonal): Kennel Aides

Section 24:02 It is the responsibility of the employee to properly maintain and safeguard the protective clothing whether issued or purchased. Employees may request a replacement of a provided item listed above when such item is no longer serviceable as a result of normal wear. Employees shall be required to turn in the item to be replaced and obtain prior supervisory approval for the replacement. Employees may be required to purchase the item and be reimbursed for the expense by the City. Employees who are required to purchase the item shall obtain prior approval in writing from their department head indicating the item to be purchased and the maximum

reimbursement amount. Following the purchase of the item and upon submitting an appropriate receipt, the employee shall be reimbursed for the expense, in an amount not to exceed the approved maximum reimbursement amount.

## **ARTICLE 25:0**

### **LABOR MANAGEMENT COMMITTEE**

Section 25:01 A joint Labor Management Committee shall be established for purposes of mutual consultation on matters of interest to either party. It is the intent of the City to confer and consult with the Union prior to making any changes affecting the terms and conditions of employment of the employees of the bargaining unit. Meetings shall be held at the request of either party within ten (10) days, or by mutual consent, not to exceed thirty (30) days, after a request has been made for such a meeting. An agenda shall be submitted by the party requesting the meeting at least seventy-two (72) hours prior to the meeting.

Section 25:02 Said committee shall not be a substitute for negotiations or for grievance machinery elsewhere established in this Agreement for resolving disputes with respect to contract interpretation.

Section 25:03 Unless otherwise mutually agreed, membership on the committee shall not exceed five (5) representatives for either party.

## **ARTICLE 26:0**

### **LABOR MANAGEMENT HEALTH AND SAFETY COMMITTEE**

Section 26:01 The City recognizes its obligation to provide employees with a safe place to work and the employees recognize their obligation, and shall comply with, all safety rules and regulations established by the City.

Section 26:02 The City and the Union agree to establish a Labor Management Safety Committee whose purpose shall be to provide a forum to discuss items of employee health and safety which are of a mutual concern. The Committee shall consist of a maximum of three (3) management and three (3) union representatives. It shall meet on a quarterly calendar basis during the last week of each quarterly calendar period. A written agenda and proposed meeting date and time shall be exchanged by the City and the Union at least ten (10) work days prior to the beginning of the week in which the meeting is to be scheduled. In the event that both parties fail to exchange the written agendas within the required time period, there shall be no obligation for the Committee to meet.

Section 26:03 the Committee shall consider the following subjects as they may relate to employee health and safety in the workplace.

- (i) consequences of technological equipment changes;
- (ii) The use of video display terminals (VDT's) in the workplace, review of studies relating to possible health issues related to employee use of VDT's, and input into development of policies pertaining to VDT health and safety issues;
- (iii) Whether there is a need for the City to provide safety training in the use of equipment and materials;
- (iv) Whether there is a need for the City to provide health education to employees in subjects related to the workplace;
- (v) Written complaints made by employees specifying unhealthy or unsafe working conditions.

The Committee may make written recommendations to the City concerning the above mentioned subjects. The City shall provide a written response to such recommendations within thirty (30) days from the date the recommendations are received by the City.

Section 26:04 All time limitations contained herein may be waived or extended by written mutual consent to the City and the Union.

Section 26:05 The Committee shall not be a substitute for contract negotiations or for the grievance procedure contained in this Agreement.

#### ARTICLE 27:0

#### SENIORITY

For the purposes of the application of the terms of this Agreement, seniority shall be defined as all full time City service in a bargaining unit position subject to Article 22:0, "Credits For Past Service".

## **ARTICLE 28:0**

### **GRIEVANCE PROCEDURE**

Section 28:01 In the event a dispute arises between the parties as to the interpretation or application of a provision of this Agreement, subject to public policy, the Union or an employee shall have the right to resolve the dispute in the following manner:

Section 28:01.01 – Step 1: The Union or an employee shall present the grievance in writing to the department head within thirty (30) calendar days of its occurrence or when the Union or the employee would reasonably have become aware of the circumstances giving rise to the grievance.

Upon receipt of the grievance, the matter will be discussed with the department head or his or her designee with the grievant and the Union representative.

The department head shall render a written decision on the grievance within ten (10) calendar days after the discussion with the grievant and the Union representative.

Section 28:01.02 – Step 2: If the grievance has not been resolved at Step “1”, a written record shall be forwarded by the Department Head and the Union to the Mayor within ten (10) calendar days following the discussion.

The Mayor or his or her designee, within ten (10) calendar days following the receipt of the record, shall meet with the Union representative to seek to resolve the grievance. The Mayor’s designee shall not be the same person who heard the grievance in Step “1”.

The Mayor or his or her designee will make a determination in writing seven (7) days following the meeting between the Mayor or his or her designee and the Union representative.

Section 28:01.03 – Step 3: In the event a dispute is not resolved or no response is given at Step “2”, the Union may then submit the matter to arbitration within ten (10) calendar days thereafter by giving written notice to the City and to the American Arbitration Association. The arbitrator shall be selected through the procedures of the American Arbitration Association. The dispute shall be submitted in accordance with the rules of the American Arbitration Association. The costs of the arbitrator and American Arbitration Association administration fees shall be shared equally by both parties. Costs of expert witnesses and transcripts shall be borne by requesting party.

The Award of the Arbitrator shall become final and binding upon both parties as to the interpretation of provisions of this Agreement.

## **ARTICLE 29:0**

### **DISCIPLINARY PROCEDURE**

All employee discipline shall be pursuant to the disciplinary procedure annexed to this agreement as Appendix "C". The provisions of this Disciplinary Procedure shall be the sole and exclusive procedure for review of disciplinary action taken against bargaining unit employees who are defined in Section 2 of such procedure. This procedure and its terms shall be the sole and exclusive procedure and remedy for employee disciplinary matters and shall constitute a waiver of rights bargaining unit employees have or may have under Civil Service Law Section 75 and Section 76 and under the Yonkers City Charter.

## **ARTICLE 30:0**

### **EMPLOYEE SUBSTANCE ABUSE**

#### Section 30:01: Statement of Policy

The City of Yonkers (hereafter the City) and the Civil Service Employees Local 704, SEIU, AFL-CIO (hereafter the Union) recognize that the use and possession of intoxicants and controlled substances in the workplace constitute a serious threat to the health and safety of all employees and to employees of the public. The City and the Union are further aware of the special obligation of all City employees to refrain from the illegal use of controlled substances and the absolute right of the public to have employees perform their duties and responsibilities free from the effects of alcohol and drugs. The City and the Union are desirous of maintaining a safe, healthy and productive work environment for all employees and for the integrity of the City. To that end, the Union recognizes the right of the City to promulgate a written policy regarding the illegal use and possession of intoxicants and controlled substances by employees.

#### Section 30:02: Substance Abuse Testing

If an employee exhibits a physical condition, conduct or pattern of erratic behavior which indicates that the employee is under the influence of an intoxicating substance, and the employee's supervisor has reasonable cause to believe, based on direct observation of use or based on observation of the employee's conduct, performance or behavior which indicates that the employee is under the influence of an intoxicating substance, or if the supervisor is provided with information for a reliable and credible source which is independently corroborated that the employee is engaging in use of intoxicating substances while on duty or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug on duty or off duty, the supervisor shall make an oral report to the Department Head. The Department Head shall decide whether there is reason to investigate for purposes of ascertaining if available facts objectively indicate reasonable suspicion exists to pursue the inquiry, which may include meeting with the employee for purposes of

providing the employee an opportunity to explain the conduct, performance or behavior. The investigation of the employee's behavior shall be confidential with due consideration for the dignity and privacy of the employee.

Where reasonable suspicion is based on observations by a confidential informant, defined as an employee or agent of a governmental law enforcement agency, the identity of the source shall not be disclosed except for the name of the governmental agency involved. The Department shall not be required to reveal the identity of a confidential informant in any proceeding nor can evidence supplied by a confidential informant be suppressed because of refusal to identify the name of the source.

If after review and investigation, the Department Head decides that the employee should be referred for drug or alcohol testing the following procedure shall be followed.

Section 30:02.01 The employee shall be ordered to submit to a drug and/or alcohol test and, at the same time, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. Refusal to submit to the test or to cooperate during the testing procedure shall constitute grounds for termination and shall be deemed an admission by the employee of use of and being under influence of prohibited substance(s).

Section 30:02.02 At the time the employee is given the order to submit to a test based on reasonable suspicion, the employee will be advised of the right to have a Union representative present for collection of the sample, but in no event shall collection be delayed for more than one hour to accommodate the presence of a Union official.

Section 30:02.03 Any dispute concerning the matter of reasonable suspicion to order a test will be referred to the contractual grievance procedure for resolution.

Section 30:02.04 The sample given by the employee shall be collected under the supervision of a physician designated by the department or a member of physician's staff and the supervision of a representative of the Department. Where practicable, the sample shall be collected in the office of the physician designated by the Department, or if said office is not available, at a location in the department's Headquarters designated by the Department Head for such purpose. The sample collection process shall be confidential with due regard for the dignity and privacy of the employee. During the course of the collection process, the employee shall cooperate with requests for information concerning use of medications and acknowledgement of giving the specimen.

Section 30:02.05 The employee shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is provided, the employee's ability to have second test performed may be adversely impacted.



Section 30:02.06 In the event the employee is ordered to submit to a test for the presence of alcohol, the employee shall submit to a breathalyzer test to be administered by an agent designated by the Department. In the event the breathalyzer tests positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test as herein provided.

Section 30:02.07 There shall be no direct observation of giving of a urine sample unless there is a reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the sample.

Section 30:02.08 In the case of urine or blood test, the sample given shall be divided into two aliquots. The sample will be given to a monitor who will mark and seal each sample to preserve the chain of custody of the samples. Thereafter, the samples shall be transported to the testing laboratory in a manner which shall insure the integrity and chain of custody of each sample.

Section 30:02.09 Both samples shall be delivered to a laboratory selected by the Department which shall be duly licensed or certified for drug testing purposes by the NIDA. One sample shall be used for purposes of testing by the laboratory and the second sample shall be maintained by the laboratory in accordance with recognized procedures for purposes hereafter described.

Section 30:02.10 The designated laboratory shall initially perform the enzyme multiplied immunoassay test (EMIT) on the sample for the presence of drugs or controlled substances. A sample which test positive shall be retested by the laboratory using the gas chromatography mass spectroscopy test (GC-MS). The laboratory shall perform an appropriate test for the presence of alcohol on the blood sample. A test shall be deemed positive for the presence of drugs in accordance with standards utilized by the NIFA certified laboratory. A test shall be deemed positive for the presence of alcohol based on the standards for driving while intoxicated as provided by the N.Y.S. Vehicle and Traffic Law Section 1192 (2) as currently exist or as may be amended.

The parties may negotiate other standards to be used for determining the presence of intoxicating substances. In addition, the parties may discuss and agree on, subsequent to the date of the execution of this agreement, the use of tests scientifically equivalent to those stated in this agreement.

Section 30:02.11 In the event the confirmatory GC-MS test result is negative, then the sample shall be deemed negative for the presence of intoxicating substances and no report shall be made to the Department Head or to the employee on the test results and the existence of test or its results shall not be used in any manner in any proceeding between the Department and the employee. If the confirmatory GC-MS test result is positive as defined in this agreement, the laboratory shall provide copies of the test results to the Department Head, the employee and the employee's representative.

Section 30:03: Employee Request for Retesting:

Section 30:03.01 After collection and testing, both samples shall be maintained by Department's designated laboratory in accordance with appropriate procedures for a period of time to be agreed to by the parties.

Section 30:03.02 After the employee receives notice of a confirmed positive test from the Department's laboratory, the employee may make written request within 72 hours to the Department's designated laboratory for a test of the second sample. The employee or the Union on behalf of the employee may request that the second sample be sent to a NIDA licensed laboratory selected by the employee or the Union. The selected laboratory shall be responsible for pick-up and transport of the sample, and it shall insure chain of custody. The employee shall be responsible for all costs associated with the second test and shall make arrangements for payment with the selected lab. The parties shall negotiate the standards to be used in the second test for confirmation of the first positive result for the presence of intoxicating substances. The results of the second test shall be sent to the Department Head, the employee and to the employee's representative. In the event the retest results are negative the City shall reimburse the employee for the cost of the retest.

#### Section 30:04: Disciplinary Procedure

Section 30:04.01 If the results of the two tests administered, as provided above, are positive for the presence of intoxicants (as defined in the City's policy), the employee shall be suspended for 30 days without pay and this suspension shall not be subject to review in any contractual or statutory proceeding. The employee may also be subject to additional discipline for misconduct or poor work performance which may be imposed pursuant to the contractual procedure. Regardless of the test results, the employee may also be subject to disciplinary action for the misconduct or unsatisfactory work performance which form the basis of the reasonable suspicion, if the tests were administered pursuant to section 2.01 above.

Section 30:04.02 A probationary employee who tests positive for the presence of intoxicants shall be terminated.

Section 30:04.03 Any employee who tests positive for the presence of intoxicants on two occasions within any 24 month period shall be terminated. Such termination shall be subject to review pursuant to the contractual disciplinary procedure, which proceeding shall be limited to questions raised by the employee concerning the validity of the drug or alcohol test administered on the second occasion.

### ARTICLE 31:0

#### COPIES OF AGREEMENT

The City shall provide to the Union representative three hundred (300) copies of the contract within sixty (60) days of the final signing.

## **ARTICLE 32:0**

### **NO STRIKE PLEDGE**

The Union and the city recognize that strikes and other forms of work stoppage by the employees are contrary to law and public policy. The Union and the City subscribe to the principle that differences shall be resolved by peaceful and appropriate means. The Union, therefore, agrees that there shall be no strikes, work stoppages or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof.

## **ARTICLE 33:0**

### **PREVIOUS PRACTICES**

Section 33:01 Conditions previously existing more beneficial than those set forth herein shall be continued for the life of the Agreement. More beneficial practices shall not be continued where the practice has been amended as a result of this Agreement.

Section 33:02 The City shall not alter or revoke any benefits accruing to the employees of this unit under effective State Laws, Local Laws, General Ordinances or Resolutions of the City Council. The intention being that presently existing Rules, Regulations or Ordinances more beneficial than provided herein shall apply to this Agreement or any other City Council Resolutions or State or City Laws adopted more beneficial shall apply to the employees covered by this Agreement unless much more beneficial practices have been modified by this Agreement.

## **ARTICLE 34:0**

### **OUT-OF-TITLE PAY**

When an employee is directed to perform substantial duties of a higher graded position not common to the employee's position on a regular basis for a minimum of ten (10) consecutive work days, such employee shall be entitled to receive out of title pay. The out of title pay shall be based on the formula set forth in the Collective Bargaining Agreement pursuant to Article 21:0.

## **ARTICLE 35:0**

### **TUITION REIMBURSEMENT**

Effective July 1, 1994, members of the bargaining unit shall be entitled to participate in the city's "Tuition Reimbursement Plan for Unrepresented Employees." It is understood and agreed to

that the City shall continue to have the right to amend, modify or terminate such plan without negotiations with Local 704.

#### **ARTICLE 36:0**

#### **SEVERABILITY**

In the event that any provision of this Agreement is deemed to be in conflict with any applicable administrative rule, law or regulation or legal determination, such provision shall be deemed null and void. All other terms and conditions of the Agreement shall remain in full force and effect.

#### **ARTICLE 37:0**

#### **NON-DISCRIMINATION PROVISION**

The City and Union agree that they will not discriminate against employees in training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise because of race, color, religion, sex, age, national origin, disability or political affiliation.

#### **ARTICLE 38:0**

#### **ENTIRE AGREEMENT**

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and therefore, agree that negotiations will not be reopened on any item contained herein during the life of this Agreement.

#### **ARTICLE 39:0**

#### **AGREEMENT BY AND BETWEEN THE PARTIES**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 40:0

DURATION

Unless otherwise specifically provided herein, all terms and conditions of this Agreement shall be effective January 1, 1998 and shall expire December 31, 1999. Negotiations for a new contract may commence in or about August, 1998 and upon thirty (30) days' prior written notice by one party to the other.

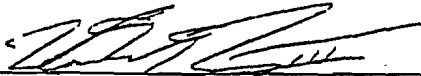
Dated: Yonkers, New York

THE CITY OF YONKERS

By: 

Approved as to form:

LOCAL 704, SEIU, AFL-CIO

  
John F. O'Reilly, Esq.  
Special Counsel for Labor Relations.

*William M. Mooney III*  
Corporation Counsel

By: 

Angelo Arena,  
President

APPENDIX "A"  
SEIU LOCAL 704  
1998 - 1999 CONTRACT

TITLES	GRADE
Community Aide	1
Community Outreach Worker*	1
Driver/Jr. Clerk Trainee	1
Confidential Clerk*	2
Cook*	2
Counselor for the Aging	2
Jr. Environmental Support Aide	2
Kennel Aide	2
Program Assistant - Human Services	2
Program Assistant - Resources*	2
Assessment Clerk Aide	3
Assistant Data Collector	3
Clerk	3
Environmental Support Aide	3
Jr. Clerk	3
Jr. Data Processing Clerk	3
Jr. Legislative Assistant	3
Juvenile Diversion Aide	3
Mailroom Clerk	3
Real Property Appraisal Aide	3
Receptionist	3
Telephone Operator	3
Typist	3
Typist/Spanish Speaking	3
Data Entry Clerk	4
Human Rights Investigator/Trainee	4
Inspector Weights & Measures/Trainee	4
Jr. Stenographer	4
Kennel Aide Supervisor	4
Key Entry Operator	4
Real Property Data Collector	4
Receptionist/Typist (Spanish Sp)	4
Referral Counselor	4
Sr. Clerk	4
Sr. Data Processing Clerk	4
Sr. Environmental Support Aide	4
Sr. Typist	4
Teller	4
Account Clerk I	5
Assistant Assessment Clerk	5
Buyer Trainee	5
Complaint Clerk	5
Consumer Protection Inspector	5
Control Clerk I	5
Data Entry Clerk - Spanish Speaking	5

Deputy Dog Control Officer	5
Employment & Training Assistant	5
Housing Specialist*	5
Human Rights Investigator	5
Human Rights Investigator - Spanish Sp.	5
Human Rights Investigator Trainee - Spanish Sp.	5
Information Clerk	5
Inspector - Weights & Measures	5
Jr. Assessment Clerk	5
Jr. Data Entry Operator	5
Jr. Personnel Clerk	5
Jr. Workers' Compensation Clerk	5
Miracode Clerk	5
Program Specialist	5
Recreation Specialist	5
Research Technician*	5
Shelter Officer	5
Specialist - Human Services*	5
Sr. Stenographer	5
Sr. Typist - Spanish Sp.	5
Account Clerk II	6
Assistant Cashier	6
Assistant Refrigeration Plant Engineer	6
Civil Service Clerk	6
Computer Operator	6
Control Clerk II	6
Data Entry Operator	6
Data Entry Operator - Spanish Speaking	6
Economic Development Program Assistant	6
Fair Housing Specialist	6
Housing rehab Program Asst - Spanish Sp.	6
Jr. Buyer	6
Jr. Housing Inspector	6
Jr. Land Assessor	6
Jr. Legal Secretary - Spanish Sp.	6
Legal Secretary	6
Legal Secretary - Spanish Speaking	6
Office Assistant	6
Personnel Clerk	6
Personnel Technician/Trainee	6
Principal Clerk	6
Programmer Trainee	6
Public Works Office Assistant	6
Sign Clerk	6
Sr. Audit Technician	6
Sr. Caseworker*	6
Sr. Inspector of Weights & Measures	6
Sr. Recreation Leader	6
Stenographic Secretary	6
Tape Disk Librarian	6
Tax Map Draftsperson	6
Tenant-Landlord Relations Counselor	6
Workers' Compensation Clerk	6

Assessment Clerk	7
Assessment Valuation Analyst	7
Assistant Civil Service Administrator	7
Assistant Sealer of Weights & Measures	7
Cashier	7
Director of Civil Defense	7
Civil Service Technician	7
Compensation Coordinator	7
Consumer Representative	7
Control Clerk III	7
Coordinator - Human Services*	7
Coordinator Office of Assessment	7
Housing Rehabilitation Loan Coordinator	7
Jr. Coordinator of Community Projects	7
Jr. Programmer	7
Juvenile Diversion Specialist	7
Key Entry Supervisor	7
Multi-lingual Interpreter	7
Municipal Personnel Technician	7
Personnel Assistant	7
Planning Draftsperson	7
Secretary (Exempt)	7
Secretary to Associate Director OMB	7
Sr. Civil Service Clerk	7
Sr. Data Entry Operator	7
Sr. Key Entry Operator	7
Sr. Personnel Clerk	7
Sr. Stenographic Secretary	7
Traffic Technician	7
Youth Advisor	7
Account Clerk III	8
Accounting Analyst	8
Administrative Assistant	8
Administrative Secretary	8
Assistant City Assessor	8
Assistant Director Office for Handicapped	8
Assistant Transportation Planner	8
Business Manager	8
Buyer	8
Client Support II	8
Combustibles Inspector	8
Community Service Rep.	8
Director of Civil Defense	8
Economic Development Zone Technician	8
Engineering Technician	8
Finance Records Supervisor	8
Help Desk Coordinator	8
Job Developer	8
Land Assessor	8
Law Case Investigator	8
Legislative Assistant	8
Legislative Inspector Technician	8
Manpower Grants Coordinator	8



Monitor I.M.U.	8
Office Automation Assistant	8
Office Manager	8
Ombudsperson	8
Paralegal	8
Performance Evaluator	8
Plan Reviewer	8
Program Coordinator (Sr Citizens' Affairs)	8
Program Supervisor	8
Purchaser	8
Range Director	8
Records Control Supervisor	8
Recreation Leader	8
Secretary	8
Secretary Supervisor	8
Secretary to the Comm.-Finance & Mgmt Serv.	8
Skating Instructor	8
Sr. Combustibles Inspector	8
Sr. Computer Operator	8
Sr. Fair Housing Specialist	8
Sr. Municipal Personnel Technician	8
Sr. Principal Clerk	8
Supervisor Billings & Receivables	8
Tax Assessment Administrator	8
Accountant	9
Appraiser Aide	9
Architect	9
Assessment Clerk Supervisor	9
Assessment Field Aide	9
Assistant Manager - Bldg & Struct. Maint.	9
CETA - EEO Coordinator	9
Chief Construction Inspector	9
Chief Plumbing Inspector/Water Bureau	9
Client Support III	9
Commercial Refuse Account Manager	9
Constituent Services Representative	9
Court Liaison Worker	9
Data Processing Project Coordinator	9
Docket Clerk	9
Employment and Training Coordinator	9
Enforcement Clerk	9
Engineer	9
Environmental Planning Technician	9
Hearing Clerk	9
Land Assessor Draftsperson	9
Lead Computer Operator	9
Legal Assistant	9
Planning Technician	9
Programmer	9
Public Safety Dispatcher	9
Purchasing Clerk	9
Real Property Appraiser Aide	9
Recreation Maintenance Supervisor	9
Refrigeration Plant Engineer	9
Sr. Assistant Assessor	9

Sr. Employment & Training Counselor	9
Sr. Engineering Technician	9
Sr. Office Automation Assistant	9
Sr. Planning Draftsperson	9
Sr. Staff Assistant	9
Supervisor of Aquatics	9
Traffic Clerk	9
Transportation Planner	9
Account Clerk IV	10
Appraiser	10
Assessment Administrator	10
Assistant Director of Purchasing	10
Assistant Director of Youth Service	10
Assistant Manpower Planner	10
Assistant Rink Manager	10
Assistant to City Assessor/Secy to Bd of Assmt	10
Assistant to City Clerk	10
Assistant to Director of OFA	10
Assistant Water Chemist & Bacteriologist	10
Associate Employment & Training Director	10
Building Inspector	10
Chief Clerk	10
Chief Dog Control Officer	10
Chief Rehab Specialist*	10
Chief Water Plant Operator	10
Constituent Services Rep. - Spanish Sp.	10
Construction Inspector	10
Contract Coordinator (Law Dept.)	10
Coordinator Community Projects	10
Director of Program Services	10
Director of Veteran's Services Agency	10
Elevator Inspector	10
Engineer of Water	10
Finance Manager	10
Fiscal Manager	10
Head Cashier	10
Historic Preservation Planner	10
Housing Inspector	10
Human Resources Information Processing Spec.	10
Jr. Assistant Corporation Counsel	10
Law Office Administrator	10
Management Analyst	10
Manpower Grants Manager	10
Materials Manager	10
Pride-in-Work Monitor	10
Principal Personnel Clerk	10
Principal Planner	10
Program Director - Drug Control	10
Program Director*	10
Public Safety Dispatcher - Spanish Sp.	10
Real Property Appraiser	10
Real Property Appraiser (Planning)	10
Recreation Supervisor	10
Registrar of Vital Statistics	10
Section 8 Inspector	10

Sign Inspector	10
Sr. Accountant	10
Sr. Buyer	10
Sr. Employment Training Coordinator	10
Sr. Legislative Assistant	10
Sr. Programmer	10
Supervisor - Accounts Payable	10
Supervisor - Tax Records	10
Supervisor Enforcement Clerk	10
Water Chemist & Bacteriologist	10

Legal Coordinator	11
Management Specialist	11
Plumbing Inspector	11
Sr. Building Inspector	11
Sr. Elevator Inspector	11
Sr. Housing Inspector	11

Contract Coordinator	12
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\*Grants Titles

# APPENDIX "B"

## SALARY SCHEDULE - SEIU LOCAL 704

Contract Date: 1/1/98 - 12/31/99

For period 1/1/99 thru 12/31/99

HIRED PRIOR TO SEPTEMBER 26, 1979

Increase 4%

Grade	STEPS					
	1	2	3	4	5	6
I			\$ 30,603	\$ 31,012	\$ 31,420	
II			\$ 31,697	\$ 32,151	\$ 32,606	
III			\$ 32,916	\$ 33,424	\$ 33,930	
IV			\$ 34,295	\$ 34,889	\$ 35,484	
V			\$ 35,879	\$ 36,528	\$ 37,176	
VI			\$ 37,826	\$ 38,561	\$ 39,297	
VII			\$ 40,126	\$ 40,955	\$ 41,781	
VIII			\$ 42,625	\$ 43,541	\$ 44,455	
IX			\$ 45,926	\$ 46,953	\$ 47,984	
X			\$ 50,087	\$ 51,276	\$ 52,462	
XI			\$ 54,400	\$ 55,563	\$ 56,727	
XII			\$ 59,345	\$ 60,508	\$ 61,672	

LONGEVITY		
(4%/10 yrs)	(8%/15 yrs)	(12%/20 yrs)
1	2	3
\$ 1,257	\$ 2,514	\$ 3,770
\$ 1,304	\$ 2,608	\$ 3,913
\$ 1,357	\$ 2,714	\$ 4,072
\$ 1,419	\$ 2,839	\$ 4,258
\$ 1,487	\$ 2,974	\$ 4,461
\$ 1,572	\$ 3,144	\$ 4,716
\$ 1,671	\$ 3,342	\$ 5,014
\$ 1,778	\$ 3,556	\$ 5,335
\$ 1,919	\$ 3,839	\$ 5,758
\$ 2,098	\$ 4,197	\$ 6,295
\$ 2,269	\$ 4,538	\$ 6,807
\$ 2,467	\$ 4,934	\$ 7,401

BASED ON ABOVE % OF STEP 6  
SALARY

# APPENDIX "B"

## SALARY SCHEDULE - SEIU LOCAL 704

Contract Date: 1/1/98 - 12/31/99

For period 1/1/99 thru 12/31/99

HIRED ON OR AFTER SEPTEMBER 26, 1979

Increase 4%

Grade	STEPS						LONGEVITY		
	1	2	3	4	5	6	(4%/10 yrs)	(8%/15 yrs)	(12%/20 yrs)
							1	2	3
I	\$ 23,529	\$ 24,404	\$ 25,274	\$ 26,234	\$ 27,992		\$ 1,120	\$ 2,239	\$ 3,359
II	\$ 23,965	\$ 24,841	\$ 26,175	\$ 27,239	\$ 29,183		\$ 1,167	\$ 2,335	\$ 3,502
III	\$ 24,667	\$ 25,891	\$ 27,177	\$ 28,387	\$ 30,511		\$ 1,220	\$ 2,441	\$ 3,661
IV	\$ 26,419	\$ 27,648	\$ 28,337	\$ 29,734	\$ 32,075		\$ 1,283	\$ 2,566	\$ 3,849
V	\$ 27,917	\$ 28,830	\$ 29,687	\$ 31,233	\$ 33,774		\$ 1,351	\$ 2,702	\$ 4,053
VI	\$ 29,741	\$ 30,470	\$ 31,301	\$ 33,061	\$ 35,881		\$ 1,435	\$ 2,870	\$ 4,306
VII	\$ 31,106	\$ 32,019	\$ 33,269	\$ 35,222	\$ 38,315		\$ 1,533	\$ 3,065	\$ 4,598
VIII	\$ 34,296	\$ 35,380	\$ 36,462	\$ 37,543	\$ 40,985		\$ 1,639	\$ 3,279	\$ 4,918
IX	\$ 37,349	\$ 38,183	\$ 39,420	\$ 40,671	\$ 44,532		\$ 1,781	\$ 3,563	\$ 5,344
X	\$ 40,784	\$ 41,759	\$ 43,203	\$ 44,648	\$ 49,028		\$ 1,961	\$ 3,922	\$ 5,883
XI	\$ 44,171	\$ 45,045	\$ 46,576	\$ 47,888	\$ 52,319		\$ 2,093	\$ 4,186	\$ 6,278
XII	\$ 47,450	\$ 48,326	\$ 49,856	\$ 51,167	\$ 55,702		\$ 2,228	\$ 4,456	\$ 6,684
	HIRE RATE	12 MOS AFT ST 2	6 MOS AFT ST 3	6 MOS AFT ST 4	12 MOS AFT ST 5		BASED ON ABOVE % OF STEP 6 SALARY		

# SALARY SCHEDULE - SEIU LOCAL 704

Contract Date: 1/1/98 - 12/31/99

For period 1/1/98 thru 12/31/98

HIRED PRIOR TO SEPTEMBER 26, 1979

Increase 4%

Grade	STEPS						LONGEVITY		
	1	2	3	4	5	6	(4%/10 yrs) 1	(8%/15 yrs) 2	(12%/20 yrs) 3
I			\$ 29,426	\$ 29,819	\$ 30,212		\$ 1,208	\$ 2,417	\$ 3,625
II			\$ 30,478	\$ 30,914	\$ 31,352		\$ 1,254	\$ 2,508	\$ 3,762
III			\$ 31,650	\$ 32,138	\$ 32,625		\$ 1,305	\$ 2,610	\$ 3,915
IV			\$ 32,976	\$ 33,547	\$ 34,119		\$ 1,365	\$ 2,730	\$ 4,094
V			\$ 34,499	\$ 35,123	\$ 35,746		\$ 1,430	\$ 2,860	\$ 4,290
VI			\$ 36,371	\$ 37,078	\$ 37,785		\$ 1,511	\$ 3,023	\$ 4,534
VII			\$ 38,583	\$ 39,380	\$ 40,174		\$ 1,607	\$ 3,214	\$ 4,821
VIII			\$ 40,985	\$ 41,866	\$ 42,745		\$ 1,710	\$ 3,420	\$ 5,129
IX			\$ 44,159	\$ 45,147	\$ 46,139		\$ 1,846	\$ 3,691	\$ 5,537
X			\$ 48,160	\$ 49,304	\$ 50,444		\$ 2,018	\$ 4,036	\$ 6,053
XI			\$ 52,308	\$ 53,426	\$ 54,545		\$ 2,182	\$ 4,364	\$ 6,545
XII			\$ 57,063	\$ 58,181	\$ 59,300		\$ 2,372	\$ 4,744	\$ 7,116

BASED ON ABOVE % OF STEP 6  
SALARY

For period 1/1/98 thru 12/31/98

HIRED ON OR AFTER SEPTEMBER 26, 1979

Increase 4%

STEPS

	1	2	3	4	5	6
I	\$ 22,624	\$ 23,466	\$ 24,302	\$ 25,225	\$ 26,915	
II	\$ 23,043	\$ 23,886	\$ 25,168	\$ 26,191	\$ 28,060	
III	\$ 23,718	\$ 24,896	\$ 26,132	\$ 27,295	\$ 29,337	
IV	\$ 25,403	\$ 26,584	\$ 27,247	\$ 28,591	\$ 30,841	
V	\$ 26,843	\$ 27,721	\$ 28,545	\$ 30,032	\$ 32,475	
VI	\$ 28,597	\$ 29,298	\$ 30,097	\$ 31,790	\$ 34,501	
VII	\$ 29,909	\$ 30,787	\$ 31,989	\$ 33,868	\$ 36,841	
VIII	\$ 32,977	\$ 34,019	\$ 35,059	\$ 36,099	\$ 39,409	
IX	\$ 35,912	\$ 36,714	\$ 37,904	\$ 39,107	\$ 42,819	
X	\$ 39,215	\$ 40,153	\$ 41,542	\$ 42,931	\$ 47,142	
XI	\$ 42,473	\$ 43,313	\$ 44,784	\$ 46,046	\$ 50,307	
XII	\$ 45,625	\$ 46,467	\$ 47,939	\$ 49,199	\$ 53,560	

HIRE	12 MOS	6 MOS	6 MOS	12 MOS
RATE	AFT ST 2	AFT ST 3	AFT ST 4	AFT ST 5

LONGEVITY

(4%/10 yrs)	(8%/15 yrs)	(12%/20 yrs)
1	2	3
\$ 1,077	\$ 2,153	\$ 3,230
\$ 1,122	\$ 2,245	\$ 3,367
\$ 1,173	\$ 2,347	\$ 3,520
\$ 1,234	\$ 2,467	\$ 3,701
\$ 1,299	\$ 2,598	\$ 3,897
\$ 1,380	\$ 2,760	\$ 4,140
\$ 1,474	\$ 2,947	\$ 4,421
\$ 1,576	\$ 3,153	\$ 4,729
\$ 1,713	\$ 3,426	\$ 5,138
\$ 1,886	\$ 3,771	\$ 5,657
\$ 2,012	\$ 4,025	\$ 6,037
\$ 2,142	\$ 4,285	\$ 6,427

BASED ON ABOVE % OF STEP 6  
SALARY

## **APPENDIX "C"**

### **DISCIPLINARY PROCEDURES**

#### **Section 1: Exclusivity**

The provisions of this Disciplinary Procedure shall be the sole and exclusive procedure for review of disciplinary action taken against bargaining unit employees who are defined in "Section 2" below. This procedure shall replace and constitute a waiver of rights such bargaining unit employees have or may have under Civil Service Law Section 75 and Section 76 and of any and all other statutory or regulatory disciplinary protections, to the extent permitted by law.

#### **Section 2: Applicability**

- A. The following groups of bargaining unit employees are covered by this procedure.
  - (i) Permanent competitive employees who have successfully completed their probationary period.
  - (ii) Non competitive employees who have successfully completed their probationary period and have completed three (3) years of uninterrupted service in such non competitive position except for employees serving in a position designated as confidential or requiring the performance of functions influencing policy as determined by the Yonkers Civil Service Commission.
  - (iii) Provisional and temporary employees who have completed three (3) years of uninterrupted service in such provisional or temporary position.
- B. The following groups of employees shall not be covered by the foregoing procedure:
  - (i) All employees serving their probationary period.
  - (ii) All temporary and provisional employees who have not completed three (3) years of uninterrupted service in their provisional or temporary position.
  - (iii) All other employees not listed in "A" above.
- C. A bargaining unit employee with permanent status who accepts appointment to another position and holds such position on a provisional



or temporary basis shall not be covered by this procedure unless the employee has completed eighteen (18) months of uninterrupted service in such provisional or temporary position as provided in Section A (iii) above. However, in the event the discipline imposed affects the employee's permanent status in their former position (i.e. termination from employment) such employee shall be covered by this procedure as provided by Section A (i) above.

- D. This agreement and the disciplinary procedure set forth herein shall not abrogate nor in any way interfere with the City's right to hire employees, promote employees, lay off employees, appoint and evaluate employees, and to select probationary employees for permanent appointment.

### Section 3: Employee Rights

- A. Bargaining unit employees covered by this procedure shall be afforded a reasonable opportunity to have a Union representative present at a disciplinary interview which may lead to the imposition of a disciplinary penalty. If following such reasonable opportunity, the Union does not provide a representative, the interview may proceed.
- B. The disciplinary interview referred to in "A" above shall be defined as the meeting between the employee, who is the subject of the disciplinary matter, and his or her supervisor, which meeting is held for the purpose of serving the employee with a notice of discipline or discussing with the employee a notice of discipline previously served. It is not intended to cover interviews between the employer and employee which may be held during the course of an investigation.

### Section 4: Resignation

- A. An employee who is advised that he or she is the subject of potential disciplinary action shall be afforded an opportunity to resign in lieu of being served with a notice of discipline.
- B. The employee shall be afforded an opportunity to consult with a Union representative before executing the resignation. A reasonable period of time to obtain such representative, if requested, shall be afforded the employee.
- C. The employee may decline the request to resign and in such event, a notice of discipline shall be served on the employee.

- D. A refusal on the part of the employee to tender his or her resignation shall not be used against the employee in any subsequent disciplinary proceeding.
- E. A reference that the employee was afforded the applicable rights contained in this procedure shall be included in the letter of resignation to be signed by the employee.

#### Section 5: Investigation

- A. Nothing contained in this Article shall prevent or limit the City's authority to investigate an incident which may result in the service of a notice of discipline upon an employee. The City shall not be limited with respect to questioning any employee concerning events or claims which may lead to disciplinary action. If requested by the employee, a reasonable opportunity shall be made to have a Union representative present at such questioning. If following such reasonable opportunity, the Union does not provide a representative, the questioning may proceed. Subsequent to the service of a notice of discipline, investigatory activities of the City involving the direction questioning of the employee served shall be conditional pursuant to the terms of this procedure.

#### Section 6: Notice of Discipline

- A. An employee may be disciplined for incompetency or misconduct. An employee who is entitled to the protections of this Article shall, within twenty (20) calendar days of the imposition of a penalty, be served with a written notice of discipline either in person or by certified mail, return receipt requested, to his or her current address as it appears on the City's personnel records. A copy of such notice shall simultaneously be served upon the Union. If the employee wishes to contest said discipline, the employee shall proceed in accordance with the Disciplinary Review Procedure set forth below. The sole and exclusive notice of discipline to be used shall be the notice attached as Appendix "A" which contains employee appeal rights on the reverse side. A Notice of Discipline shall be served within eighteen (18) months of the time when the City becomes aware of, or should have become aware of, the matters which form the basis of the allegations of incompetency or misconduct.
- B. Discipline may consist of and shall be limited to a written reprimand, and/or a fine not to exceed the employees' daily rate of pay, and/or a loss of leave entitlements, and/or a suspension with or without pay not to exceed sixty (60) work days, and/or a demotion in position and/or dismissal from City service.

- C. A discharge, or a suspension without pay in excess of thirty (30) days, shall entitle the union to proceed directly to Step 2 of the Disciplinary Review Procedure.

#### Section 7: Disciplinary Review Procedure

- A. If not settled or otherwise resolved, the employee, may request in writing that the notice of discipline and/or the penalty imposed be reviewed pursuant to this procedure.

##### Step 1:

The employee, or the Union on behalf of the employee, shall submit such a request to the Mayor within ten (10) calendar days from the date the penalty was imposed or the date that the notice of discipline was received, whichever is first. The Mayor or his designee shall meet with the employee and/or with his Union representative to discuss the matter within five (5) calendar days from the date the request is received. The Mayor or his designated representative shall render a response within fourteen (14) calendar days from the date of the meeting.

##### Step 2: Disciplinary Arbitration

- A. A written Demand for Arbitration shall be filed with the American Arbitration Association within fifteen (15) working days from the expiration of the period of time to resolve the matter at Step 1 or upon receipt of an unsatisfactory Step 1 decision. The arbitrator shall conduct a hearing within thirty (30) calendar days from the date the arbitrator was notified of his or her selection. Both sides shall have the opportunity to submit evidence and witnesses limited to what was put forward in Step 1 of this procedure. For employees who are covered by this procedure pursuant to Sections A(i) or A(ii) above the arbitrator's decision shall be final and binding on the parties. For employees who are covered by this procedure pursuant to Section A(iii) the arbitrator shall issue a report and recommendations to the Mayor. The Mayor after reviewing the arbitrator's report and recommendations shall make a final and binding decision. In the event the Mayor's binding decision differs from that issued by the arbitrator, the Mayor shall state in such binding decision the reasons for such differences.
- B. The arbitrator's award or report and recommendations shall be issued within fifteen (15) calendar days from the close of the hearing. The parties may mutually agree to one fifteen (15) day

extension. The arbitrator's award of report and recommendations shall include the following:

- Allegations made against the employee;
- Name of individual making allegations;
- Findings of fact;
- Determination of guilt or innocence;
- Rational for determination;
- Appropriateness of penalty with due regard for penalties previously imposed.

C. All fees and expenses of the arbitrator shall be divided equally between the City and the Union. Each party shall bear the costs of preparing and presenting its own case.

D. Panel of Arbitrators

The City and the Union agree that it may be desirable to provide for a panel of arbitrator's to be included in the labor agreement. That the selection of an arbitrator shall be made on a rotation basis from this panel and that the rules of the American Arbitration Association this end the parties will continue to negotiate in an attempt to agree on such a panel of arbitrators and lieu of selecting an arbitrator from the American Arbitration Association.

Section 8: Settlement

- A. A disciplinary matter may be settled at any time following service of the notice of discipline. The terms of the settlement shall be in writing. Any such settlement shall be final and binding on the parties. If the Union is not a party to the settlement, a copy if the settlement shall be sent to the Union.

APPENDIX "C"

CITY OF YONKERS  
LOCAL 704, SEIU BARGAINING UNIT EMPLOYEES

NOTICE OF DISCIPLINE

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Employee Name and Title)

FROM: \_\_\_\_\_  
(Name and Title Rank of Supervisor conducting disciplinary interview)

DATE OF DISCIPLINARY INTERVIEW: \_\_\_\_\_

NAME OF SUPERVISOR RECOMMENDING DISCIPLINE: \_\_\_\_\_

STATE INFRACTION OR PROBLEM (Cite specific rule violated if applicable)

Date of Infraction: \_\_\_\_/\_\_\_\_/\_\_\_\_ Approximate time: \_\_\_\_\_

Location: \_\_\_\_\_

Details: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT ACTION: (Check action taken)

- ☐ Reprimand
- ☐ Fine
- ☐ Loss of leave entitlements (type \_\_\_\_\_ amount \_\_\_\_\_)
- ☐ Suspension w/o pay from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  
Demotion to \_\_\_\_\_
- ☐ Termination effective date \_\_\_\_/\_\_\_\_/\_\_\_\_
- ☐ Other \_\_\_\_\_

EXPECTATIONS FOR IMPROVEMENT:

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CONSEQUENCES IF IMPROVEMENT DOES NOT TAKE PLACE:

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FOLLOW UP ACTION TO BE TAKEN (if any):

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Previous Notice to Employee: Yes \_\_\_\_ No \_\_\_\_ If yes, how many? \_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Head (if not the  
Same individual as Supervisor above)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee (receipt only, not an  
Admission of guilt)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Attach additional sheets if necessary

NOTICE: Departments must initiate an Payroll/Personnel Action Form for Discipline which consist of a fine, suspension, demotion or termination. A copy of the Notice of Discipline must be attached to the Action Form.

Copies to:     Employee  
                 Labor Relations  
                 Personnel Department Employee File  
                 Department File  
                 SEIU Local 704

**STIPULATION OF AGREEMENT** made and entered into by and between the negotiating committee for **S.E.I.U. LOCAL 704** and the **CITY OF YONKERS**

**WHEREAS**, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 1999; and

**WHEREAS**, the parties have arrived at a tentative agreement;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties stipulate and agree as follows:

1. The provisions of this Stipulation of Agreement are subject to ratification by each party.
2. The respective negotiating committees agree to recommend this Stipulation of Agreement for ratification.
3. A copy of this original document has been furnished to the representatives of S.E.I.U. Local 704 and the City of Yonkers.
4. All proposals not covered herein made by either party during the course of negotiations, shall be deemed dropped.
5. The provisions of the prior Agreement shall be carried forward except as modified herein.
6. Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the negotiated Agreement which is January 1, 2000 through and including December 31, 2001.
7. The rates of pay provided in Article 6:00 and Appendix "B" of the Expired Collective Bargaining Agreement shall be amended effective January 1, 2000 to provide an increase of four percent (4%) of the rates of pay in effect on December



31, 1999. Effective January 1, 2001, shall be an additional increase of four percent (4%) of the rates of pay in effect on December 31, 2000.

8. Effective January 1, 2000, Section 6:05 and Appendix "B" shall be amended to provide that the following job titles shall be reallocated to the salary grades as provided below:

Consumer Inspectors, from grade V to grade VIII  
Materials Manager, from grade X to grade XI  
Court Liaison, from grade IX to grade XI  
Sr. Building Inspectors, from grade XI to grade XII  
Plumbing Inspector, from grade XI to grade XII  
Add salary grades 13 and 14 to Appendix "B"

9. Effective January 1, 2000, amend Article 2:0, Collective Negotiating Unit, and Appendix "A" to include employees holding titles allocated to salary grade 13 and salary grade 14 in the S.E.I.U., Local 704 bargaining unit. The first sentence of Section 2:01 as amended shall now read "*The collective negotiating unit is defined as all full-time employees employed in the position classifications covering pay grades one (1) through fourteen (XIV), inclusive...*"
10. Effective January 1, 2000, Section 12.02.01 shall be amended to read:  
"It is the intent of the parties that an employee shall use vacation leave during the year for which it is earned; provided however, unused vacation leave may be accrued up to a maximum of 385 hours for seven (7) hour per day employees and up to a maximum of 440 hours for eight (8) hour per day employees. Employees presently above the vacation accrual limits set forth therein shall have one year from the signing of this contract to reduce their limits."

In addition, Section 12:01.02 shall be amended to reflect the following schedule:

Length of Credited Service	Vacation Leave Per Pay Period (24 pay periods)	
	<u>7 hr per day emp.</u>	<u>8 hr per day emp.</u>
0 months through 60 months	4.38 hrs.	5.00 hrs.
61 months through 72 months	4.67 hrs.	5.33 hrs.
73 months through 84 months	4.96 hrs.	5.67 hrs.
85 months through 96 months	5.25 hrs.	6.00 hrs.
97 months through 108 months	5.54 hrs.	6.33 hrs.
109 months through 120 months	5.83 hrs.	6.67 hrs.
121 months through 132 months	6.13 hrs.	7.00 hrs.

133 months through 144 months	6.42 hrs.	7.33 hrs.
145 months through 156 months	6.71 hrs.	7.67 hrs.
157 months through 168 months	7.00 hrs.	8.00 hrs.
169 months or more	7.29 hrs.	8.33 hrs.

Employees shall earn their vacation leave on a bi-weekly basis (24 pay periods per year) as provided above.

11. Effective January 1, 2000, Section 7, Step 2, "B" of Appendix "C" shall include a new first paragraph with the following language:

"If not settled or otherwise resolved at Step 1, the Union may file a Demand for Arbitration. In termination cases..."

Section 7, Step 2, "C" shall also include the following new language:

"If the Union permits a member to proceed to arbitration without Union provided representation, then in that event, in addition to the member being responsible for paying his or her own attorney fees, the Union may collect, from said member, as a condition precedent to demanding arbitration, the reasonable value of the fees and expenses of the arbitration."

12. Effective January 1, 2000, a new section will be added to Article 4. This section will be 4:04- Compliance With Personnel Policies and Procedures, and will state that the provisions of the following personnel policies do not apply to S.E.I.U. unit members:

Policy No. 3      ABSENCE AND TARDINESS  
Policy No. 14     TERMINATION OF EMPLOYMENT  
Policy No. 29     ABSENT WITHOUT LEAVE

13. Effective January 1, 2000, Section 14:04.01 of the contract shall be amended to provide as follows:

"An employee who has been employed continuously for three (3) or more years and who, because of illness, or disability, or maternity/paternity leave, expects to need additional time off after exhausting accrued vacation, personal and sick leave time, may request in writing, as provided below, an extended half-pay sick leave. Approval of such leaves shall be solely at the discretion of the Personnel Commissioner."

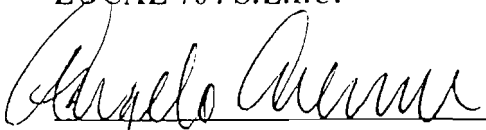
14. Article 14, Section 14:07.04, (Contribution) shall be amended to provide :  
*"effective January 1, 2000 all unit members accumulated sick leave days in excess of 180 days shall be credited to the sick leave bank. "*
15. Parking - The parties recognize that Local 704 members assigned to City Hall, incur a significant financial burden in parking fees. Accordingly, the parties agree to continue to negotiate a mutually agreeable mechanism to compensate Local 704 members assigned to City Hall for at least half the cost of their actual on site parking expense.
16. Effective January 1, 2000, Article 34:0. Out of Title Pay shall be amended to read: *"When an employee is directed to perform substantial duties of a higher graded position not common to the employee's position on a regular basis for a minimum of six (6) consecutive work days, such employee shall be entitled to receive out of title pay. The out of title pay shall be based on the formula set forth in the Collective Bargaining Agreement pursuant to Article 21:00"*
17. The parties agree that the terms of the ratified Stipulation of Agreement shall be incorporated into a complete collective bargaining agreement.

**CITY OF YONKERS**

\_\_\_\_\_  
JOHN SPENCER, MAYOR

Date: \_\_\_\_\_

**LOCAL 704 S.E.I.U.**

  
ANGELO ARENA, PRESIDENT

Date: 19 Dec 2001

Approved as to Form:

\_\_\_\_\_

For period 1/1/00 thru 12/31/00

HIRED ON OR AFTER SEPTEMBER 26, 1979

Increase 4%

# STEPS

	1	2	3	4	5	6
I	\$ 24,470	\$ 25,380	\$ 26,285	\$ 27,283	\$ 29,112	
II	\$ 24,924	\$ 25,835	\$ 27,222	\$ 28,329	\$ 30,350	
III	\$ 25,654	\$ 26,927	\$ 28,264	\$ 29,522	\$ 31,731	
IV	\$ 27,476	\$ 28,754	\$ 29,470	\$ 30,923	\$ 33,358	
V	\$ 29,034	\$ 29,983	\$ 30,874	\$ 32,482	\$ 35,125	
VI	\$ 30,931	\$ 31,689	\$ 32,553	\$ 34,383	\$ 37,316	
VII	\$ 32,350	\$ 33,300	\$ 34,600	\$ 36,631	\$ 39,848	
VIII	\$ 35,668	\$ 36,795	\$ 37,920	\$ 39,045	\$ 42,624	
IX	\$ 38,843	\$ 39,710	\$ 40,997	\$ 42,298	\$ 46,313	
X	\$ 42,415	\$ 43,429	\$ 44,931	\$ 46,434	\$ 50,989	
XI	\$ 45,938	\$ 46,847	\$ 48,438	\$ 49,804	\$ 54,412	
XII	\$ 49,348	\$ 50,259	\$ 51,850	\$ 53,214	\$ 57,930	

HIRE RATE      12 MOS AFT ST 2      6 MOS AFT ST 3      6 MOS AFT ST 4      12 MOS AFT ST 5

# LONGEVITY

(4%/10 yrs)	(8%/15 yrs)	(12%/20 yrs)
1	2	3
\$ 1,164	\$ 2,329	\$ 3,493
\$ 1,214	\$ 2,428	\$ 3,642
\$ 1,269	\$ 2,539	\$ 3,808
\$ 1,334	\$ 2,669	\$ 4,003
\$ 1,405	\$ 2,810	\$ 4,215
\$ 1,493	\$ 2,985	\$ 4,478
\$ 1,594	\$ 3,188	\$ 4,782
\$ 1,705	\$ 3,410	\$ 5,115
\$ 1,853	\$ 3,705	\$ 5,558
\$ 2,040	\$ 4,079	\$ 6,119
\$ 2,176	\$ 4,353	\$ 6,529
\$ 2,317	\$ 4,634	\$ 6,952

BASED ON ABOVE % OF STEP 6 SALARY

# APPENDIX "B"

## SALARY SCHEDULE - SEIU LOCAL 704

Contract Date: 1/1/00 - 12/31/01

For period 1/1/00 thru 12/31/00  
HIRED PRIOR TO SEPTEMBER 26, 1979

Increase 4%

Grade	STEPS					
	1	2	3	4	5	6
I						
II			\$ 31,827	\$ 32,252	\$ 32,677	
III			\$ 32,965	\$ 33,437	\$ 34,105	
IV			\$ 34,233	\$ 34,761	\$ 35,287	
V			\$ 35,667	\$ 36,285	\$ 36,903	
VI			\$ 37,314	\$ 37,989	\$ 38,663	
VII			\$ 34,139	\$ 40,103	\$ 40,868	
VIII			\$ 41,731	\$ 42,593	\$ 43,452	
IX			\$ 44,329	\$ 45,283	\$ 46,233	
X			\$ 47,762	\$ 48,831	\$ 49,904	
XI			\$ 52,089	\$ 53,327	\$ 54,560	
XII			\$ 56,576	\$ 57,786	\$ 58,996	
			\$ 61,720	\$ 62,928	\$ 64,139	

LONGEVITY		
(4%/10 yrs)	(8%/15 yrs)	(12%/20 yrs)
1	2	3
\$ 1,307	\$ 2,614	\$ 3,921
\$ 1,364	\$ 2,728	\$ 4,093
\$ 1,411	\$ 2,823	\$ 4,234
\$ 1,476	\$ 2,952	\$ 4,428
\$ 1,547	\$ 3,093	\$ 4,640
\$ 1,635	\$ 3,269	\$ 4,904
\$ 1,738	\$ 3,476	\$ 5,214
\$ 1,849	\$ 3,699	\$ 5,548
\$ 1,996	\$ 3,992	\$ 5,989
\$ 2,182	\$ 4,365	\$ 6,547
\$ 2,360	\$ 4,720	\$ 7,080
\$ 2,566	\$ 5,131	\$ 7,697

BASED ON ABOVE % OF STEP 6  
SALARY

# SALARY SCHEDULE - SEIU LOCAL 704

Contract Date 1/1/00 - 12/31/01

For period 1/1/01 thru 12/31/01

HIRED PRIOR TO SEPTEMBER 26, 1979

Increase 4%

Grade	STEPS						LONGEVITY		
	1	2	3	4	5	6	(4%/10 yrs) 1	(8%/15 yrs) 2	(12%/20 yrs) 3
I			\$ 33,100	\$ 33,543	\$ 33,984		\$ 1,359	\$ 2,719	\$ 4,078
II			\$ 34,283	\$ 34,775	\$ 35,469		\$ 1,419	\$ 2,838	\$ 4,256
III			\$ 35,602	\$ 36,151	\$ 36,699		\$ 1,466	\$ 2,936	\$ 4,404
IV			\$ 37,093	\$ 37,736	\$ 38,379		\$ 1,535	\$ 3,070	\$ 4,606
V			\$ 38,807	\$ 39,509	\$ 40,210		\$ 1,608	\$ 3,217	\$ 4,825
VI			\$ 35,505	\$ 41,708	\$ 42,503		\$ 1,700	\$ 3,400	\$ 5,100
VII			\$ 43,400	\$ 44,297	\$ 45,190		\$ 1,808	\$ 3,615	\$ 5,423
VIII			\$ 46,102	\$ 47,094	\$ 48,083		\$ 1,923	\$ 3,847	\$ 5,770
IX			\$ 49,672	\$ 50,784	\$ 51,901		\$ 2,076	\$ 4,152	\$ 6,228
X			\$ 54,173	\$ 55,460	\$ 56,743		\$ 2,270	\$ 4,539	\$ 6,809
XI			\$ 58,839	\$ 60,097	\$ 61,356		\$ 2,454	\$ 4,908	\$ 7,363
XII			\$ 64,189	\$ 65,445	\$ 66,704		\$ 2,668	\$ 5,336	\$ 8,005
XIII			to be determined						
XIV			to be determined						

BASED ON ABOVE % OF STEP 6  
SALARY

# APPENDIX "B"

## SALARY SCHEDULE - SEIU LOCAL 704

Contract Date: 1/1/00 - 12/31/01

For period 1/1/01 thru 12/31/01

HIRED ON OR AFTER SEPTEMBER 26, 1979

Increase 4%

Grade	STEPS					
	1	2	3	4	5	6
I	\$ 25,449	\$ 26,395	\$ 27,338	\$ 28,374	\$ 30,276	
II	\$ 25,921	\$ 26,868	\$ 28,311	\$ 29,462	\$ 31,564	
III	\$ 26,680	\$ 28,004	\$ 29,395	\$ 30,703	\$ 33,000	
IV	\$ 28,575	\$ 29,904	\$ 30,649	\$ 32,160	\$ 34,692	
V	\$ 30,195	\$ 31,182	\$ 32,109	\$ 33,781	\$ 36,530	
VI	\$ 32,168	\$ 32,957	\$ 31,301	\$ 35,758	\$ 38,809	
VII	\$ 33,644	\$ 34,632	\$ 35,984	\$ 38,096	\$ 41,442	
VIII	\$ 37,095	\$ 38,267	\$ 39,437	\$ 40,607	\$ 44,329	
IX	\$ 40,397	\$ 41,298	\$ 42,637	\$ 43,990	\$ 48,166	
X	\$ 44,112	\$ 45,166	\$ 46,728	\$ 48,291	\$ 53,029	
XI	\$ 47,776	\$ 48,721	\$ 50,376	\$ 51,796	\$ 56,588	
XII	\$ 51,322	\$ 52,269	\$ 53,924	\$ 55,343	\$ 60,247	
XIII			to be determined			
XIV			to be determined			

HIRE RATE      12 MOS AFT ST 2      6 MOS AFT ST 3      6 MOS AFT ST 4      12 MOS AFT ST 5

LONGEVITY		
(4%/10 yrs)	(8%/15 yrs)	(12%/20 yrs)
1	2	3
\$ 1,211	\$ 2,422	\$ 3,633
\$ 1,263	\$ 2,525	\$ 3,788
\$ 1,320	\$ 2,640	\$ 3,960
\$ 1,388	\$ 2,775	\$ 4,163
\$ 1,461	\$ 2,922	\$ 4,384
\$ 1,552	\$ 3,105	\$ 4,657
\$ 1,658	\$ 3,315	\$ 4,973
\$ 1,773	\$ 3,546	\$ 5,319
\$ 1,927	\$ 3,853	\$ 5,760
\$ 2,121	\$ 4,242	\$ 6,363
\$ 2,264	\$ 4,527	\$ 6,791
\$ 2,410	\$ 4,820	\$ 7,230

BASED ON ABOVE % OF STEP 6 SALARY

**STIPULATION OF AGREEMENT**, made and entered into this 13th day of July, 2005  
by and between the negotiating committees for the **SERVICE EMPLOYEES**  
**INTERNATIONAL UNION LOCAL 704** (hereinafter referred to as "Local 704") and the  
**CITY OF YONKERS** (hereinafter referred to as the City").

**WHEREAS**, the parties have engaged in negotiations in a good faith effort to arrive at a  
successor agreement to a contract that expired on December 31, 2001; and

**WHEREAS**, the parties have arrived at a tentative agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the  
parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation of Agreement are subject to ratification by the  
respective parties to the contract.
2. The respective negotiating committees agree to recommend this Stipulation of Agreement  
for ratification.
3. A copy of this original document has been furnished to representatives of the City and  
Local 704.
4. All proposals not covered herein which were made by either party during the course of  
negotiations shall be deemed withdrawn.
5. The provisions of prior agreements shall be carried forward except as modified below.
6. Unless otherwise noted, all dates involving the duration of the agreement shall be  
conformed to the duration of this Stipulation of Agreement.
7. The term of this Stipulation of Agreement shall be five (5) years, commencing on  
January 1, 2002 and expiring on December 31, 2006.



8. The rates of pay provided in Article 6:0 and Appendix "B" of the present contract shall be amended effective July 1, 2005 to provide an increase of 12.486% of the rates of pay that were in effect on December 31, 2001.
9. Local 704 may request to reopen negotiations for a general wage increase for the period of January 1, 2005 through December 31, 2005 in the event that one of the following employee organizations obtains for the designated periods, through negotiation or the impasse procedures contained in New York Civil Service Law §209, a general wage increase for its bargaining unit members employed by the City of Yonkers.
  - A. Local 628, International Association of Firefighters ("Local 628") - July 1, 2005 through June 30, 2006;
  - B. The Uniformed Fire Officers Association ("UFOA") - July 1, 2005 through June 30, 2006;
  - C. The Police Association of the City of Yonkers ("Police Association") - September 1, 2005 through August 31, 2006;
  - D. The Yonkers Captains, Lieutenants and Sergeants Benevolent Association ("CLSA") - September 1, 2005 through August 31, 2006.

In the event that any of the above agreements or awards also contain provisions that provide financial savings to the City that offset or reduce the cost of the general wage increase, Local 704 shall submit at the time it requests to reopen negotiations, proposals to modify the terms of the contract that also result in financial savings to the City that offset or reduce the cost of the general wage increase. In addition, the City shall have the right to submit counter-proposals that offset or reduce the cost of the general wage increase as well.

A request to reopen negotiations must be made by Local 704, in writing, to the Mayor, within one hundred twenty (120) days of the approval of any contract settlement by the City Council or issuance of an arbitration award by an arbitration panel. Failure to make a timely request to reopen negotiations will constitute a waiver.

10. Local 704 may request to reopen negotiations for a general wage increase for the period of January 1, 2006 through December 31, 2006 in the event that one of the following employee organizations obtains for the designated periods, through negotiation or the impasse procedures contained in New York Civil Service Law §209, a general wage increase for its bargaining unit members employed by the City of Yonkers.

- A. Local 628 - July 1, 2006 through June 30, 2007;
- B. UFOA - July 1, 2006 through June 30, 2007;
- C. Police Association -September 1, 2006 through August 31, 2007;
- D. CLSA - September 1, 2006 through August 31, 2007.

In the event that any of the above agreements or awards also contain provisions that provide financial savings to the City that offset or reduce the cost of the general wage increase, Local 704 shall submit at the time it requests to reopen negotiations, proposals to modify the terms of the contract that also result in financial savings to the City that offset or reduce the cost of the general wage increase. In addition, the City shall have the right to submit counter-proposals that offset or reduce the cost of the general wage increase as well.

A request to reopen negotiations must be made by Local 704, in writing, to the Mayor, within one hundred twenty (120) days of the approval of any contract settlement

by the City Council or issuance of an arbitration award by an arbitration panel. Failure to make a timely request to reopen negotiations will constitute a waiver.

11. During the month of September 2005 the persons listed in Appendix "A," attached hereto, shall receive a payment in the amount specified in that appendix subject to applicable withholdings.
12. During the month of July 2006 the persons listed in Appendix "B," attached hereto, shall receive a payment of five thousand dollars (\$5,000.) subject to applicable withholdings.
13. During the month of July 2007 the persons listed in Appendix "C," attached hereto, shall receive a payment of eight thousand dollars (\$8,000.) subject to applicable withholdings.  
  
In addition to all rights provided pursuant to New York State Civil Service Law §209-a, Local 704 shall be entitled to file a grievance pursuant to Article 28 of the collective bargaining agreement in the event of a dispute between the parties concerning payments due pursuant to the terms of this paragraph.
14. Effective January 1, 2002, Article 7 shall be amended to add the following provision to Section 7:01.02:  
  
The City shall continue to provide individual and family health insurance benefits to members who retire from the City with the same employee contribution rate as the member had on the date of retirement. The retirees will have the same health benefit plan options as the active members offered by the City, provided that such options are available for retirees.
15. Amend Article 7 to add the following provision to Section 7:04:  
  
In the event that the City provides a new medical insurance plan ("New Plan"), it shall have the right to modify the terms of the New Plan from time to time as long as such

modified terms provide the same level of benefits as contained in the Empire Plan with Core Plus Enhancements provided by the New York State Health Insurance Program at the time of the proposed modification. Benefits shall include deductibles, co-insurance, co-pays and other financial costs required to be made and/or incurred by plan participants. In the event that the Empire Plan with Core Plus Enhancements is terminated, the parties shall use the replacement plan created by the New York State Health Insurance Program for comparison to the City's modified plan.

16. Effective upon the execution date of this agreement, Article 22 shall be amended to eliminate Section 22:03.

17. Effective November 1, 2005, Section 7:01.04- shall be amended to provide as follows:

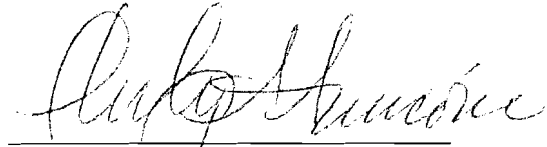
During the month of November of each year, an employee may waive in writing his/her health insurance benefits for the following year. The employee must present satisfactory evidence of coverage by an alternate medical insurance plan.

An employee who waives individual health insurance benefits shall receive compensation in the amount of two thousand dollars (\$2,000.) payable in equal installments of one thousand dollars (\$1,000.) on or about April 1 and October 1 of each year that the employee waives coverage. An employee may elect to resume coverage upon notice to the City. In the event that an employee resumes coverage, he/she will refund to the City the pro rata portion of any payment received from the City for waiving coverage.


18. The parties agree to meet commencing on September 1, 2005 to discuss the following issues:

- A. Modification of the salary schedule to unify the grades and steps provided for the various clerk titles;
- B. Modification of Appendix "C" to eliminate the application of the disciplinary review procedure to provisional and temporary employees;
- C. Implementation of a Code of Conduct.
- D. Modification of Section 7:01.03 and the waiver of health insurance benefits.

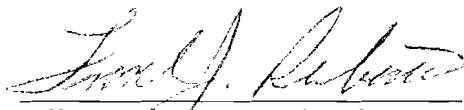
**CITY OF YONKERS**

  
Philip A. Amicone, Mayor

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 704**

  
Angelo Arena, President

**APPROVED AS TO FORM:**

  
Office of the Corporation Counsel

UNIT SEIU 12.486 INCREASE  
GENERATION 2 HIRED ON OR AFTER SEPT. 26, 1979

Effective: 7/1/2005

STEPS

LONGEVITY  
(4% - 10 YRS) (8% - 15 YRS) (12% - 20 YRS)

SCALE	<u>01</u>	<u>02</u> HIRE RATE	<u>03</u> 12 MOS. AFTER	<u>04</u> 6 MOS. AFTER	<u>05</u> 6 MOS. AFTER	<u>06</u> 12 MOS AFTER	<u>01</u>	<u>02</u>	<u>03</u>
01		28,627	29,692	30,749	31,918	34,056	1,362	2,724	4,087
02		29,156	30,224	31,846	33,141	35,506	1,420	2,840	4,261
03		30,011	31,501	33,065	34,537	37,120	1,485	2,970	4,454
04		32,143	33,638	34,476	36,175	39,024	1,561	3,122	4,683
05		33,966	35,075	36,118	38,000	41,091	1,644	3,287	4,931
06		36,184	37,071	38,081	40,224	43,655	1,746	3,492	5,239
07		37,845	38,955	40,477	42,854	46,615	1,865	3,729	5,594
08		41,728	43,045	44,361	45,678	49,864	1,995	3,989	5,984
09		45,441	46,456	47,961	49,483	54,179	2,167	4,334	6,501
10		49,620	50,807	52,564	54,322	59,650	2,386	4,772	7,158
11		53,740	54,804	56,667	58,262	63,655	2,546	5,092	7,639
12		57,730	58,795	60,658	62,253	67,769	2,711	5,422	8,132
13									
14									

UNIT SEIU

EFFECTIVE DATE: 7/1/ 2005

HIRED PRIOR TO SEPT. 26, 1979  
GENERATION 1

<u>STEPS</u>							<u>LONGEVITY</u>		
							(4% - 10 YRS)	(8% - 15 YRS)	(12% - 20 YRS)
SCALE	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>01</u>	<u>02</u>	<u>03</u>
01				37,233	37,731	38,227	1,529	3,058	4,587
02				38,564	39,117	39,669	1,587	3,174	4,760
03				40,047	40,665	41,280	1,651	3,302	4,954
04				41,724	42,448	43,172	1,727	3,454	5,181
05				43,652	44,442	45,229	1,809	3,618	5,427
06				46,021	46,916	47,811	1,912	3,825	5,737
07				48,819	49,828	50,834	2,033	4,067	6,100
08				51,859	52,974	54,086	2,163	4,327	6,490
09				55,876	57,126	58,379	2,335	4,670	7,006
10				60,938	62,385	63,828	2,553	5,106	7,659
11				66,186	67,601	69,017	2,761	5,521	8,282
12				72,203	73,618	75,033	3,001	6,003	9,004
13									
14									

**STIPULATION OF AGREEMENT**, made and entered into this 22nd day of November, 2005 by and between the negotiating committees for the **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 704** (hereinafter referred to as "Local 704") and the **CITY OF YONKERS** (hereinafter referred to as the "City").

**WHEREAS**, the parties executed a Stipulation of Agreement dated July 13, 2005 that provides terms and conditions of employment for employees of the City represented by Local 704 for the period of January 1, 2002 through December 31, 2006; and

**WHEREAS**, paragraph "18-D" of the Stipulation of Agreement dated July 13, 2005 states that the parties will meet to discuss modification of the section of the collective bargaining agreement that provides for the waiver of health insurance benefits (Section 7:01.04); and

**WHEREAS**, the parties met and discussed modification of said provision of the collective bargaining agreement; and

**WHEREAS**, the parties have reached an agreement concerning modification of said section of the collective bargaining agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

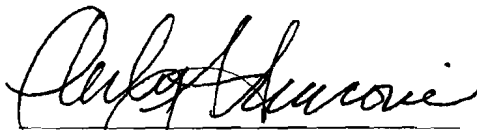
Commencing on November 1, 2005, for calendar year 2006 and thereafter, Section 7:01.04 of the collective bargaining agreement shall be amended as follows:

An employee eligible for health insurance benefits pursuant to Section 7:01 of this agreement shall be entitled to waive health insurance benefits provided that he/she complies with the procedure described below. Eligibility for the waiver shall not be dependent upon receipt of contractual health insurance benefits in prior years.




During the open enrollment period of each year, an employee may waive in writing his/her health insurance benefits for the following year. The employee must present satisfactory evidence of coverage by an alternate medical insurance plan. An employee who waives individual health insurance benefits shall receive compensation in the amount of two thousand dollars (\$2,000.) payable in equal installments of one thousand dollars (\$1,000.) on or about April 1 and October 1 of each year that the employee waives coverage. Subject to restrictions imposed by the City's medical insurance providers and upon notice to the City, an employee may elect to resume coverage. In the event that an employee resumes coverage, he/she will refund to the City the pro rata portion of any payment received from the City for waiving coverage.

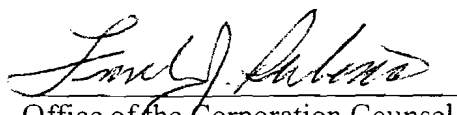
**CITY OF YONKERS**

  
Philip A. Amicone, Mayor

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 704**

  
Angelo Arena, President

**APPROVED AS TO FORM:**

  
Office of the Corporation Counsel

**STIPULATION OF AGREEMENT**, made and entered into this 16th day of May, 2007 by and between the negotiating committees for **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 704** (hereinafter referred to as the "Union") and the **CITY OF YONKERS** (hereinafter referred to as the City").

**WHEREAS**, the Union and the City are party to a collective bargaining agreement for the period of January 1, 2002 to December 31, 2006, and;

**WHEREAS**, the Union and the City are party to a Stipulation of Agreement dated July 13, 2005 that authorizes the Union to request to reopen negotiations for a wage increase for the periods of January 1, 2005 to December 31, 2005 and January 1, 2006 to December 31, 2006 upon the satisfaction of certain conditions, and;

**WHEREAS**, said conditions have been satisfied, and;

**WHEREAS**, the parties have engaged in negotiations in a good faith effort to arrive at a successor agreement to the contract that expired on December 31, 2006 and to resolve the Union's demand for additional wages for the periods of January 1, 2005 to December 31, 2005 and January 1, 2006 to December 31, 2006, and;

**WHEREAS**, the parties have arrived at a tentative agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation of Agreement are subject to and conditioned upon ratification by the membership of the Union and approval by the City Council in compliance with §204-a of the New York Civil Service Law.
2. The negotiating committees respectively agree to recommend this Stipulation of Agreement for ratification and approval.

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RECEIVED

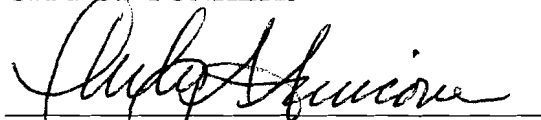
JUN 10 2007

3. A copy of this original document has been furnished to representatives of the City and the Union.
4. All proposals not covered herein which were made by either party during the course of negotiations shall be deemed withdrawn.
5. The provisions of the collective bargaining agreement between the parties for the period of January 1, 2002 to December 31, 2006 shall be carried forward except as modified below.
6. Unless otherwise noted, all dates involving the duration of the agreement shall be conformed to the duration of this Stipulation of Agreement.
7. The term of this Stipulation of Agreement shall be two (2) years, commencing on January 1, 2007 and expiring on December 31, 2008.
8. The salary schedule provided in Article 6:01 and Appendix "B" shall be modified to reflect the following increases: 2% retroactive to July 1, 2005; an additional 2% retroactive to July 1, 2006; an additional 2% effective July 1, 2007; an additional 2% effective January 1, 2008; an additional 2.5% effective July 1, 2008 and an additional 2.5% effective December 31, 2008. The salary rates are attached hereto as Appendix "A".
9. The terms of this Stipulation satisfy the obligation of the City to negotiate with the Union concerning wage increase for the periods of January 1, 2005 to December 31, 2005 and January 1, 2006 to December 31, 2006 as specified in paragraphs "9" and "10" of the Stipulation of Agreement between the parties dated July 13, 2005. The Union hereby waives the right to seek any further negotiations concerning wage increases for the periods of January 1, 2005 to December 31, 2005 and January 1, 2006 to December 31,

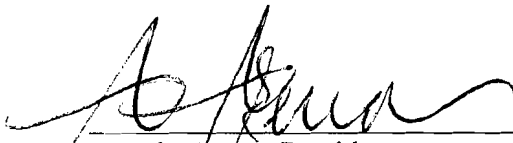
2006 as specified in paragraphs "9" and "10" of the Stipulation of Agreement between the parties dated July 13, 2005.

10. The parties agree that the terms of the ratified Stipulation of Agreement shall be incorporated into a complete collective bargaining agreement.

**CITY OF YONKERS**

  
Philip A. Amicone, Mayor

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 704**

  
Angelo Arena, President

**APPROVED AS TO FORM:**

  
Office of the Corporation Counsel

## APPENDIX A

2%  
Pre September 26, 1979  
July 1, 2005

Step Grade	1	2	3	<u>4</u>	<u>5</u>	<u>6</u>
1				\$ 37,978	\$ 38,486	\$ 38,992
2				\$ 39,335	\$ 39,899	\$ 40,462
3				\$ 40,848	\$ 41,478	\$ 42,106
4				\$ 42,558	\$ 43,297	\$ 44,035
5				\$ 44,525	\$ 45,331	\$ 46,134
6				\$ 46,941	\$ 47,854	\$ 48,767
7				\$ 49,795	\$ 50,825	\$ 51,851
8				\$ 52,896	\$ 54,033	\$ 55,168
9				\$ 56,994	\$ 58,269	\$ 59,547
10				\$ 62,157	\$ 63,633	\$ 65,105
11				\$ 67,510	\$ 68,953	\$ 70,397
12				\$ 73,647	\$ 75,090	\$ 76,534

2%  
Pre September 26, 1979  
July 1, 2006

Step Grade	1	2	3	<u>4</u>	<u>5</u>	<u>6</u>
1				\$ 38,737	\$ 39,255	\$ 39,771
2				\$ 40,122	\$ 40,697	\$ 41,272
3				\$ 41,665	\$ 42,308	\$ 42,948
4				\$ 43,410	\$ 44,163	\$ 44,916
5				\$ 45,416	\$ 46,237	\$ 47,056
6				\$ 47,880	\$ 48,811	\$ 49,743
7				\$ 50,791	\$ 51,841	\$ 52,888
8				\$ 53,954	\$ 55,114	\$ 56,271
9				\$ 58,133	\$ 59,434	\$ 60,738
10				\$ 63,400	\$ 64,905	\$ 66,407
11				\$ 68,860	\$ 70,332	\$ 71,805
12				\$ 75,120	\$ 76,592	\$ 78,064

2%  
Pre September 26, 1979  
July 1, 2007

Step Grade	1	2	3	<u>4</u>	<u>5</u>	<u>6</u>
1				\$ 39,512	\$ 40,040	\$ 40,567
2				\$ 40,924	\$ 41,511	\$ 42,097
3				\$ 42,498	\$ 43,154	\$ 43,807
4				\$ 44,278	\$ 45,046	\$ 45,814
5				\$ 46,324	\$ 47,162	\$ 47,997
6				\$ 48,838	\$ 49,788	\$ 50,737
7				\$ 51,807	\$ 52,878	\$ 53,945
8				\$ 55,033	\$ 56,216	\$ 57,396
9				\$ 59,296	\$ 60,623	\$ 61,952
10				\$ 64,668	\$ 66,203	\$ 67,735
11				\$ 70,237	\$ 71,739	\$ 73,241
12				\$ 76,622	\$ 78,124	\$ 79,626

2%  
Pre September 26, 1979  
January 1, 2008

Step Grade	1	2	3	<u>4</u>	<u>5</u>	<u>6</u>
1				\$ 40,302	\$ 40,841	\$ 41,378
2				\$ 41,743	\$ 42,341	\$ 42,939
3				\$ 43,348	\$ 44,017	\$ 44,683
4				\$ 45,163	\$ 45,947	\$ 46,731
5				\$ 47,250	\$ 48,105	\$ 48,957
6				\$ 49,815	\$ 50,783	\$ 51,752
7				\$ 52,843	\$ 53,935	\$ 55,024
8				\$ 56,134	\$ 57,341	\$ 58,544
9				\$ 60,482	\$ 61,835	\$ 63,191
10				\$ 65,961	\$ 67,528	\$ 69,089
11				\$ 71,642	\$ 73,173	\$ 74,706
12				\$ 78,155	\$ 79,686	\$ 81,218

2.50%  
Pre September 26, 1979  
July 1, 2008

Step Grade	1	2	3	<u>4</u>	<u>5</u>	<u>6</u>
1				\$ 41,310	\$ 41,862	\$ 42,413
2				\$ 42,786	\$ 43,400	\$ 44,012
3				\$ 44,432	\$ 45,118	\$ 45,800
4				\$ 46,292	\$ 47,096	\$ 47,899
5				\$ 48,432	\$ 49,308	\$ 50,181
6				\$ 51,060	\$ 52,053	\$ 53,046
7				\$ 54,164	\$ 55,284	\$ 56,400
8				\$ 57,537	\$ 58,774	\$ 60,008
9				\$ 61,994	\$ 63,381	\$ 64,771
10				\$ 67,610	\$ 69,216	\$ 70,817
11				\$ 73,433	\$ 75,003	\$ 76,574
12				\$ 80,109	\$ 81,679	\$ 83,249

2.50%  
Pre September 26, 1979  
December 31, 2008

Step Grade	1	2	3	<u>4</u>	<u>5</u>	<u>6</u>
1				\$ 42,342	\$ 42,909	\$ 43,473
2				\$ 43,856	\$ 44,485	\$ 45,113
3				\$ 45,543	\$ 46,245	\$ 46,945
4				\$ 47,450	\$ 48,273	\$ 49,097
5				\$ 49,642	\$ 50,541	\$ 51,436
6				\$ 52,336	\$ 53,354	\$ 54,372
7				\$ 55,518	\$ 56,666	\$ 57,810
8				\$ 58,976	\$ 60,244	\$ 61,508
9				\$ 63,544	\$ 64,965	\$ 66,390
10				\$ 69,301	\$ 70,946	\$ 72,587
11				\$ 75,269	\$ 76,878	\$ 78,488
12				\$ 82,111	\$ 83,721	\$ 85,330

2%  
Post September 26, 1979  
July 1, 2005

Step	1	2	3	4	5	6
Grade		<u>Hire</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>	<u>36 Months</u>
1		\$ 29,200	\$ 30,286	\$ 31,364	\$ 32,556	\$ 34,737
2		\$ 29,739	\$ 30,828	\$ 32,483	\$ 33,804	\$ 36,216
3		\$ 30,611	\$ 32,131	\$ 33,726	\$ 35,228	\$ 37,862
4		\$ 32,786	\$ 34,311	\$ 35,166	\$ 36,899	\$ 39,804
5		\$ 34,645	\$ 35,777	\$ 36,840	\$ 38,760	\$ 41,913
6		\$ 36,908	\$ 37,812	\$ 38,843	\$ 41,028	\$ 44,528
7		\$ 38,602	\$ 39,734	\$ 41,287	\$ 43,711	\$ 47,547
8		\$ 42,563	\$ 43,906	\$ 45,248	\$ 46,592	\$ 50,861
9		\$ 46,350	\$ 47,385	\$ 48,920	\$ 50,473	\$ 55,263
10		\$ 50,612	\$ 51,823	\$ 53,615	\$ 55,408	\$ 60,843
11		\$ 54,815	\$ 55,900	\$ 57,800	\$ 59,427	\$ 64,928
12		\$ 58,885	\$ 59,971	\$ 61,871	\$ 63,498	\$ 69,124

2%  
Post September 26, 1979  
July 1, 2006

Step	1	2	3	4	5	6
Grade		<u>Hire</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>	<u>36 Months</u>
1		\$ 29,784	\$ 30,892	\$ 31,991	\$ 33,207	\$ 35,432
2		\$ 30,334	\$ 31,445	\$ 33,133	\$ 34,480	\$ 36,940
3		\$ 31,223	\$ 32,774	\$ 34,401	\$ 35,932	\$ 38,620
4		\$ 33,442	\$ 34,997	\$ 35,869	\$ 37,636	\$ 40,601
5		\$ 35,338	\$ 36,492	\$ 37,577	\$ 39,535	\$ 42,751
6		\$ 37,646	\$ 38,569	\$ 39,619	\$ 41,849	\$ 45,419
7		\$ 39,374	\$ 40,529	\$ 42,112	\$ 44,585	\$ 48,498
8		\$ 43,414	\$ 44,784	\$ 46,153	\$ 47,523	\$ 51,879
9		\$ 47,277	\$ 48,333	\$ 49,899	\$ 51,482	\$ 56,368
10		\$ 51,625	\$ 52,860	\$ 54,688	\$ 56,517	\$ 62,060
11		\$ 55,911	\$ 57,018	\$ 58,956	\$ 60,616	\$ 66,227
12		\$ 60,062	\$ 61,170	\$ 63,109	\$ 64,768	\$ 70,507

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2%  
Post September 26, 1979  
July 1, 2007

Step	1	2	3	4	5	6
Grade		<u>Hire</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>	<u>36 Months</u>
1		\$ 30,379	\$ 31,509	\$ 32,631	\$ 33,872	\$ 36,140
2		\$ 30,941	\$ 32,074	\$ 33,795	\$ 35,169	\$ 37,679
3		\$ 31,848	\$ 33,429	\$ 35,089	\$ 36,651	\$ 39,392
4		\$ 34,110	\$ 35,697	\$ 36,586	\$ 38,389	\$ 41,413
5		\$ 36,045	\$ 37,222	\$ 38,329	\$ 40,326	\$ 43,606
6		\$ 38,399	\$ 39,340	\$ 40,412	\$ 42,686	\$ 46,327
7		\$ 40,161	\$ 41,339	\$ 42,955	\$ 45,477	\$ 49,468
8		\$ 44,282	\$ 45,680	\$ 47,076	\$ 48,474	\$ 52,916
9		\$ 48,222	\$ 49,299	\$ 50,897	\$ 52,512	\$ 57,495
10		\$ 52,657	\$ 53,917	\$ 55,781	\$ 57,647	\$ 63,301
11		\$ 57,029	\$ 58,158	\$ 60,135	\$ 61,828	\$ 67,551
12		\$ 61,264	\$ 62,394	\$ 64,371	\$ 66,063	\$ 71,917

2%  
Post September 26, 1979  
January 1, 2008

Step	1	2	3	4	5	6
Grade		<u>Hire</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>	<u>36 Months</u>
1		\$ 30,987	\$ 32,140	\$ 33,284	\$ 34,549	\$ 36,863
2		\$ 31,559	\$ 32,715	\$ 34,471	\$ 35,873	\$ 38,433
3		\$ 32,485	\$ 34,098	\$ 35,791	\$ 37,384	\$ 40,180
4		\$ 34,793	\$ 36,411	\$ 37,318	\$ 39,157	\$ 42,241
5		\$ 36,766	\$ 37,966	\$ 39,095	\$ 41,132	\$ 44,478
6		\$ 39,167	\$ 40,127	\$ 41,220	\$ 43,540	\$ 47,254
7		\$ 40,965	\$ 42,166	\$ 43,814	\$ 46,387	\$ 50,458
8		\$ 45,168	\$ 46,593	\$ 48,018	\$ 49,443	\$ 53,974
9		\$ 49,187	\$ 50,285	\$ 51,915	\$ 53,562	\$ 58,645
10		\$ 53,710	\$ 54,995	\$ 56,897	\$ 58,800	\$ 64,567
11		\$ 58,170	\$ 59,322	\$ 61,338	\$ 63,065	\$ 68,902
12		\$ 62,489	\$ 63,642	\$ 65,658	\$ 67,385	\$ 73,355

2.50%  
Post September 26, 1979  
July 1, 2008

Step	1	2	3	4	5	6
Grade		<u>Hire</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>	<u>36 Months</u>
1		\$ 31,761	\$ 32,943	\$ 34,116	\$ 35,413	\$ 37,785
2		\$ 32,348	\$ 33,533	\$ 35,333	\$ 36,770	\$ 39,394
3		\$ 33,297	\$ 34,950	\$ 36,685	\$ 38,319	\$ 41,184
4		\$ 35,662	\$ 37,321	\$ 38,251	\$ 40,136	\$ 43,297
5		\$ 37,685	\$ 38,915	\$ 40,073	\$ 42,161	\$ 45,590
6		\$ 40,146	\$ 41,130	\$ 42,251	\$ 44,628	\$ 48,435
7		\$ 41,989	\$ 43,220	\$ 44,909	\$ 47,546	\$ 51,719
8		\$ 46,297	\$ 47,758	\$ 49,218	\$ 50,679	\$ 55,324
9		\$ 50,416	\$ 51,543	\$ 53,212	\$ 54,901	\$ 60,111
10		\$ 55,053	\$ 56,370	\$ 58,319	\$ 60,270	\$ 66,181
11		\$ 59,624	\$ 60,805	\$ 62,872	\$ 64,641	\$ 70,625
12		\$ 64,051	\$ 65,233	\$ 67,300	\$ 69,069	\$ 75,189

2.50%  
Post September 26, 1979  
December 31, 2008

Step	1	2	3	4	5	6
Grade		<u>Hire</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>	<u>36 Months</u>
1		\$ 32,555	\$ 33,767	\$ 34,969	\$ 36,298	\$ 38,730
2		\$ 33,157	\$ 34,372	\$ 36,216	\$ 37,689	\$ 40,378
3		\$ 34,129	\$ 35,824	\$ 37,603	\$ 39,277	\$ 42,214
4		\$ 36,554	\$ 38,254	\$ 39,207	\$ 41,139	\$ 44,379
5		\$ 38,627	\$ 39,888	\$ 41,074	\$ 43,215	\$ 46,730
6		\$ 41,150	\$ 42,158	\$ 43,307	\$ 45,744	\$ 49,646
7		\$ 43,038	\$ 44,301	\$ 46,032	\$ 48,735	\$ 53,012
8		\$ 47,454	\$ 48,952	\$ 50,449	\$ 51,946	\$ 56,707
9		\$ 51,677	\$ 52,831	\$ 54,543	\$ 56,274	\$ 61,614
10		\$ 56,429	\$ 57,779	\$ 59,777	\$ 61,777	\$ 67,836
11		\$ 61,115	\$ 62,325	\$ 64,443	\$ 66,257	\$ 72,390
12		\$ 65,652	\$ 66,863	\$ 68,982	\$ 70,796	\$ 77,069